

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES <div style="text-align: right;">1 145</div>			
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. SPM070-06-R-0048		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED September 11, 2006		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY Michael Aguilera Contracting Officer US Embassy Panama 520 Bldg. Clayton, Panama Phone: (507) 207-7399 Fax: (507) 207-7141				CODE		8. ADDRESS OFFER TO (If other than item 7)					
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in until November 20, 2006 local time 4:00 pm. (date) (hour) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Malena Dawson			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT (507) 207-7402			C. E-MAIL ADDRESS PNMPROCREQ@state.gov			
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OFFER (Must be fully completed by offeror)											
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %				
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) numbered and dated:				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS			17. SIGNATURE			18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEM NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION							
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTRATION BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE							
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE			
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.											

SECTION B

SERVICES AND PRICES

B.1. SERVICES.

The Contractor shall provide guard services in accordance with Section C – PERFORMANCE WORK STATEMENT (PWS) and the Exhibits attached to this contract. As described in Section C, two types of services are required: Standard Services and Additional or Emergency Services. For the Additional or Emergency Services, the Government may require the Contractor to supply additional materials or equipment, the costs for which shall be reimbursed under and in accordance with the terms and conditions of this contract.

B.1.1. OFFERS AND PAYMENT IN LOCAL CURRENCY. All offerors, whether U.S. or foreign, shall submit their offers and, if selected for award, receive payment, entirely in U.S. dollars.

B.2. PRICING.

B.2.1. GENERAL. In consideration of satisfactory performance, the Government will pay the Contractor each month for Standard Services and Additional or Emergency services on a time and materials basis, and a fixed monthly rate for vehicles and other equipment, if provided by the Contractor. If Defense Base Act Insurance is required under this contract, the Government shall reimburse the Contractor at cost.

B.2.2. STANDARD SERVICES. The hourly rates for Standard Services are fully loaded rates, including:

- all direct and indirect labor costs (including any premiums relating to overtime, holidays or night shifts, etc., and materials, excluding separately priced vehicles and communications equipment);
- all direct and indirect material costs (except for separately priced vehicles and communications equipment);
- insurance (see FAR 52.228-4 and 52.228-5 in Section I; except for separately reimbursed DBA insurance);
- severance pay;
- all overhead and indirect costs, including general and administrative expenses (G&A); and
- profit.

B.2.3. ADDITIONAL OR EMERGENCY SERVICES. The hourly rates for Additional or Emergency Services, as defined in Section C, are fully loaded rates, including:

- all direct and indirect labor costs (including any premiums relating to overtime, holidays or night shifts, etc., and materials, excluding separately priced vehicles and communications equipment);
- all direct and indirect material costs (except for separately priced vehicles and communications equipment);
- insurance (see FAR 52.228-4 and 52.228-5 in Section I; except for separately reimbursed DBA insurance);
- all overhead and indirect costs, including general and administrative expenses (G&A); and

- profit.

- B.2.4. VEHICLES. The monthly rate shall include all operating costs (see Section H), including, but not limited to fuel, lubricants, oil, routine and special maintenance, care and cleaning, and insurance.
- B.2.5. LOCAL GUARD FORCE RADIO NETWORK EQUIPMENT. The monthly rate shall include all costs associated with radio/communications equipment (see Section C), including maintenance costs.
- B.2.6. MATERIALS OR EQUIPMENT. These are items for which the contractor shall be reimbursed at cost (see C.2.2.1.) for all non-expendable equipment and expendable supplies, related to performance of Additional or Emergency Services.
- B.2.7. DEFENSE BASE ACT INSURANCE. The hourly rates and prices in the contract shall not include Defense Base Act (DBA) Insurance. The Government will reimburse the Contractor directly for DBA Insurance that is required and obtained in accordance with Section I, DOSAR 652.228-71, "Worker's Compensation Insurance (Defense Base Act) – Services (DEVIATION)" and FAR 52.228-3, "Worker's Compensation Insurance (Defense Base Act)".

When the contract is awarded, the Contractor shall contact the Contracting Officer and request the name of the insurance broker under contract to the Department of State. After paying the DBA insurance premium, the Contractor shall submit the certification of coverage from the carrier and a voucher for payment to the Contracting Officer. A paid invoice must support the voucher. The Contractor shall submit the certification to the Contracting Officer before the Notice to Proceed (see Section F).

The cost of DBA insurance is paid on an annual basis. The period of performance of this contract may be extended beyond one year. If so, the Contractor shall contact the Contracting Officer, request the new rates, and be reimbursed by the Government for the actual, documented DBA insurance costs.

- B.2.8. DESCRIPTIONS OF LABOR CATEGORIES. See Section C for definitions and major duties/ responsibilities of the labor categories for Standard Services and Additional or Emergency Services. All other personnel that may be required in the performance of this contract are not separately priced. For example, the Project Manager (see Section H) and any administrative staff are not separately priced, but are included as part of overhead reflected in the hourly rates.
- B.2.9. VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the rates for Standard Services, Additional or Emergency Services, Vehicles, or in the estimated amount for Materials.***

B.3. PRICES.

- B.3.1. STANDARD SERVICES. (See Section C and Exhibit A.) The Contractor shall provide the guard service shown below for the base period of the contract, starting on

the date stated in the Notice to Proceed and continuing for a period of 12 months. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		123,090	
Guard/Driver		17,520	
Senior Guard		17,520	
SD Specialist		26,280	
SD Supervisor		8,760	
Supervisor		8,760	
Guard Force Commander		1,928	
Sub-Total		203,858	

- B.3.2. ADDITIONAL OR EMERGENCY SERVICES**. (See Subsection C.1.2 and C.2.2., Additional or Emergency Services.) The following estimated services for the base period of the contract are as follows:

The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		6,154	
Guard/Driver		876	
Senior Guard		876	
Supervisor		438	
Sub-Total		8,344	

- B.3.3. VEHICLES. The firm fixed-price for all vehicles (excluding Surveillance Detection vehicles) necessary for performance of this contract, as described in B.2.4., is:

Monthly Rate	Number of Months	Total Price
	12	

- B.3.3.1. VEHICLES – SURVEILLANCE DETECTION. The firm fixed-price for all SD vehicles necessary for performance of this contract, as described in B.2.4, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.3.4. RADIO NETWORK EQUIPMENT. The firm fixed-price for all communications equipment necessary for performance of this contract, as described in B.2.5, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.3.4.1. SURVEILLANCE DETECTION EQUIPMENT. The firm fixed-price for all Surveillance Detection equipment necessary for performance of this contract, as described in C.1.6, is:

Monthly Rate	Number of Months	Total Price
	12	

B.3.5. Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.6): **\$2,000**.

B.3.6. DEFENSE BASE ACT (DBA) INSURANCE. The Government will reimburse the Contractor for DBA insurance. The total estimated cost of this insurance is: \$_____.

B.3.7. CONTRACT PRICE. The total ceiling price for the base period of this contract is:

Section	Description	Ceiling Price
B.3.1	Standard Services	
B.3.2	Additional or Emergency Services	
B.3.3	Vehicles	
B.3.3.1	SD Vehicles	
B.3.4	Radio Network Equipment	
B.3.4.1	SD Equipment	
B.3.5	Reimbursable Materials/Equipment	\$2,000
B.3.6	Defense Base Act Insurance	
	Sub-Total	
	Total Ceiling Price for Base Period	

B.3.8. The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.

B.4. OPTION YEARS: LEVELS OF EFFORT AND PRICING.

B.4.1. FIRST OPTION YEAR - starting one year after the start date shown in the Notice to Proceed and continuing for a period of twelve months.

B.4.1.1. STANDARD SERVICES. (See Section C and Exhibit A.) The Contractor shall provide the guard service shown below for the first option year of the contract. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		123,090	
Guard/Driver		17,520	
Senior Guard		17,520	
SD Specialist		26,280	
SD Supervisor		8,760	
Supervisor		8,760	
Guard Force Commander		1,928	
Sub-Total		203,858	

- B.4.1.2. ADDITIONAL OR EMERGENCY SERVICES. (See Subsection C.1.2 and C.2.2, Additional or Emergency Services.) The following estimated services for the first option year of the contract are as follows:

The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		6,154	
Guard/Driver		876	
Senior Guard		876	
Supervisor		438	
Sub-Total		8,344	

- B.4.1.3. VEHICLES. The firm fixed-price for all vehicles (excluding Surveillance Detection vehicles) necessary for performance of this contract, as described in B.2.4, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.1.3.1. VEHICLES – SURVEILLANCE DETECTION. The firm fixed-price for all SD vehicles necessary for performance of this contract, as described in B.2.4, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.1.4. RADIO NETWORK EQUIPMENT. The firm fixed-price for all communications equipment necessary for performance of this contract, as described in B.2.5., is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.1.4.1. SURVEILLANCE DETECTION EQUIPMENT. The firm fixed-price for all Surveillance Detection equipment necessary for performance of this contract, as described in C.1.6, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.1.5. Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.6): **\$2,000**.

- B.4.1.6. DEFENSE BASE ACT (DBA) INSURANCE. The Government will reimburse the Contractor for DBA insurance. The total estimated cost of this insurance is: \$_____

B.4.1.7. CONTRACT PRICE. The total ceiling price for the first option year of this contract is:

Section	Description	Ceiling Price
B.4.1.1	Standard Services	
B.4.1.2	Additional or Emergency Services	
B.4.1.3	Vehicles	
B.4.1.3.1	SD Vehicles	
B.4.1.4	Radio Network Equipment	
B.4.1.4.1	SD Equipment	
B.4.1.5	Reimbursable Materials/Equipment	\$2,000
B.4.1.6	Defense Base Act Insurance	
	Sub-Total	
	Total Ceiling Price for First Option Year	

B.4.1.8. The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.

B.4.2. SECOND OPTION YEAR – starting two years after the start date shown in the Notice to Proceed and continuing for a period of twelve months.

B.4.2.1. STANDARD SERVICES. (See Section C and Exhibit A.) The Contractor shall provide the guard service shown below for the second option year of the contract. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		123,090	
Guard/Driver		17,520	
Senior Guard		17,520	
SD Specialist		26,280	
SD Supervisor		8,760	
Supervisor		8,760	
Guard Force Commander		1,928	
Sub-Total		203,858	

B.4.2.2. ADDITIONAL OR EMERGENCY SERVICES. (See Subsection C.1.2 and C.2.2, Additional or Emergency Services.) The following estimated services for the second option year of the contract are as follows:

The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		6,154	
Guard/Driver		876	
Senior Guard		876	
Supervisor		438	
Sub-Total		8,344	

- B.4.2.3. VEHICLES. The firm fixed-price for all vehicles (excluding Surveillance Detection vehicles) necessary for performance of this contract, as described in B.2.4, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.2.3.1. VEHICLES – SURVEILLANCE DETECTION. The firm fixed-price for all SD vehicles necessary for performance of this contract, as described in B.2.4, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.2.4. RADIO NETWORK EQUIPMENT. The firm fixed-price for all communications equipment necessary for performance of this contract, as described in B.2.5., is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.2.4.1. SURVEILLANCE DETECTION EQUIPMENT. The firm fixed-price for all Surveillance Detection equipment necessary for performance of this contract, as described in C.1.6., is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.2.5. Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.6): **\$2,000**.

- B.4.2.6. DEFENSE BASE ACT (DBA) INSURANCE. The Government will reimburse the Contractor for DBA insurance. The total estimated cost of this insurance is: \$_____

- B.4.2.7. CONTRACT PRICE. The total ceiling price for the second option year of this contract is:

Section	Description	Ceiling Price
B.4.2.1	Standard Services	
B.4.2.2	Additional or Emergency Services	
B.4.2.3	Vehicles	
B.4.2.3.1	SD Vehicles	
B.4.2.4	Radio Network Equipment	
B.4.2.4.1	SD Equipment	
B.4.2.5	Reimbursable Materials/Equipment	\$2,000
B.4.2.6	Defense Base Act Insurance	
	Sub-Total	
	Total Ceiling Price for Second Option Year	

B.4.2.8. The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.

B.4.3. THIRD OPTION YEAR – starting three years after the start date shown in the Notice to Proceed and continuing for a period of twelve months.

B.4.3.1. STANDARD SERVICES. (See Section C and Exhibit A.) The Contractor shall provide the guard service shown below for the third option year of the contract. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		123,090	
Guard/Driver		17,520	
Senior Guard		17,520	
SD Specialist		26,280	
SD Supervisor		8,760	
Supervisor		8,760	
Guard Force Commander		1,928	
Sub-Total		203,858	

B.4.3.2. ADDITIONAL OR EMERGENCY SERVICES. (See Subsection C.1.2 and C.2.2, Additional or Emergency Services.) The following estimated services for the third option year of the contract are as follows:

The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		6,154	
Guard/Driver		876	
Senior Guard		876	
Supervisor		438	
Sub-Total		8,344	

- B.4.3.3. VEHICLES. The firm fixed-price for all vehicles (excluding Surveillance Detection vehicles) necessary for performance of this contract, as described in B.2.4., is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.3.3.1. VEHICLES – SURVEILLANCE DETECTION. The firm fixed-price for all SD vehicles necessary for performance of this contract, as described in B.2.4, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.3.4. RADIO NETWORK EQUIPMENT. The firm fixed-price for all communications equipment necessary for performance of this contract, as described in B.2.5, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.3.4.1. SURVEILLANCE DETECTION EQUIPMENT. The firm fixed-price for all Surveillance Detection equipment necessary for performance of this contract, as described in C.1.6, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.3.5. Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.6): **\$2,000**.

- B.4.3.6. DEFENSE BASE ACT (DBA) INSURANCE. The Government will reimburse the Contractor for DBA insurance. The total estimated cost of this insurance is: \$_____

- B.4.3.7. CONTRACT PRICE. The total ceiling price for the third option year of this contract is the sum of:

Section	Description	Ceiling Price
B.4.3.1	Standard Services	
B.4.3.2	Additional or Emergency Services	
B.4.3.3	Vehicles	
B.4.3.3.1	SD Vehicles	
B.4.3.4	Radio Network Equipment	
B.4.3.4.1	SD Equipment	
B.4.3.5	Reimbursable Materials/Equipment	\$2,000
B.4.3.6	Defense Base Act Insurance	
	Sub-Total	
	Total Ceiling Price for Third Option Year	

B.4.3.8. The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.

B.4.4. FOURTH OPTION YEAR – starting four years after the start date shown in the Notice to Proceed and continuing for a period of twelve months.

B.4.4.1. STANDARD SERVICES. (See Section C and Exhibit A.) The Contractor shall provide the guard service shown below for the fourth option year of the contract. The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		123,090	
Guard/Driver		17,520	
Senior Guard		17,520	
SD Specialist		26,280	
SD Supervisor		8,760	
Supervisor		8,760	
Guard Force Commander		1,928	
Sub-Total		203,858	

B.4.4.2. ADDITIONAL OR EMERGENCY SERVICES. (See Subsection C.1.2 and C.2.2, Additional or Emergency Services.) The following estimated services for the fourth option year of the contract are as follows:

The fixed hourly rate, estimated number of hours, and ceiling for each category are:

Labor Categories	Hourly Rate	Number of Hours	Ceiling Price
Guard		6,154	
Guard/Driver		876	
Senior Guard		876	
Supervisor		438	
Sub-Total		8,344	

- B.4.4.3. VEHICLES. The firm fixed-price for all vehicles (excluding Surveillance Detection vehicles) necessary for performance of this contract, as described in B.2.4, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.4.3.1. VEHICLES – SURVEILLANCE DETECTION. The firm fixed-price for all SD vehicles necessary for performance of this contract, as described in B.2.4, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.4.4. RADIO NETWORK EQUIPMENT. The firm fixed-price for all communications equipment necessary for performance of this contract, as described in B.2.5., is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.4.4.1. SURVEILLANCE DETECTION EQUIPMENT. The firm fixed-price for all Surveillance Detection equipment necessary for performance of this contract, as described in C.1.6, is:

Monthly Rate	Number of Months	Total Price
	12	

- B.4.4.5. Materials or equipment reimbursed for additional or emergency services shall not exceed (see B.2.6): **\$2,000**.

- B.4.4.6. DEFENSE BASE ACT (DBA) INSURANCE. The Government will reimburse the Contractor for DBA insurance. The total estimated cost of this insurance is: \$_____

- B.4.4.7. CONTRACT PRICE. The total ceiling price for the fourth option year of this contract is:

Section	Description	Ceiling Price
B.4.4.1	Standard Services	
B.4.4.2	Additional or Emergency Services	
B.4.4.3	Vehicles	
B.4.4.3.1	SD Vehicles	
B.4.4.4	Radio Network Equipment	
B.4.4.4.1	SD Equipment	
B.4.4.5	Reimbursable Materials/Equipment	\$2,000
B.4.4.6	Defense Base Act Insurance	
	Sub-Total	
	Total Ceiling Price for Fourth Option Year	

B.4.4.8. The Contractor shall notify the Contracting Officer in writing 60 days before the Contractor expects the total costs incurred to exceed 75% of any ceiling price/not to exceed amount listed above.

B.4.5. GRAND TOTAL PRICE: The total ceiling price for the base period and all option years is: \$_____.

B.5. 652.216-71 PRICE ADJUSTMENT (AUG 1999)

- (a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Panama Government. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the categories listed in Section B of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the categories of Section B, or for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.
- (b) For the contracting officer to consider any request for adjustment, the contractor shall demonstrate in writing:
 - (1) That the change in the law occurred during the term of this contract and subsequent to the award date of this contract; and,
 - (2) That the change in the law could not have been reasonably anticipated prior to contract award; and,
 - (3) How the change in the law directly affects the contractor's costs under this contract.
- (c) The contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:
 - (1) The calculation of the amount of adjustment requested; and,

- (2) Documentation that identifies and provides the appropriate portions of the text of the particular law from which the request is derived.
- (d) In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the contractor's request for price adjustment shall present data reflecting:
 - (1) The exchange rate in effect on the date of the contractor's proposal that was accepted for the basic contract; and
 - (2) The current exchange rate and its effect on payment of workers in local currency. The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.
- (e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.
- (f) Any request for adjustment shall be presented by signature of an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.
- (g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.
- (h) No request by the contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.
- (i) This clause shall only apply to laws enacted by the Panama Government meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

B.6. PAYMENT, CEILING, AND WITHHOLDING.

- B.6.1. The Government will pay the Contractor for the number of hours worked, following the procedures in FAR clause 52.232-7 in Section I of this contract.
- B.6.2. The Contractor shall not exceed the ceiling prices shown above either in total or for any category, unless the Contracting Officer signs a written contract modification to increase the ceiling.

B.6.3. The Government will make no withholding/retainage under FAR 52.232-7, paragraph (a) (2), "Payments Under Time-and-Materials and Labor-Hour Contracts," in Section I of this contract.

SECTION C

PERFORMANCE WORK STATEMENT (PWS)

C.1. WORK REQUIREMENTS.

C.1.1. **GENERAL.** The American Embassy/Consulate *Panama* [referred to as the "American Embassy/Consulate"] needs a secure environment to conduct its mission. The Embassy/Consulate under this performance-based contract requires the operation and management of guard services in order to prevent unauthorized access, protect life, maintain order, deter criminal attacks against employees, dependents and property and terrorist acts against all U.S. assets, and prevent damage to Government property. The Contractor shall furnish managerial, administrative and direct labor personnel to accomplish all work required by this contract. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes.

C.1.1.1. **MANAGEMENT.** The organizational structure of guard services consists of staff led by a Project Manager. The Project Manager shall manage the Contractor's workforce and be the Contractor's liaison with the American Embassy (see Section H). The Project Manager shall be available at all times to receive and implement orders or special instructions from the Contracting Officer or Contracting Officer's Representative (COR; see Section G) concerning the operation, protection, and security of assigned areas. The Project Manager position is a key position and is staffed in accordance with the requirements described in H.5.

The uniformed guard force is led by the Guard Force Commander (GFC). The Guard Force Commander's work hours are considered flexible and the COR may adjust the Guard Force Commander's daily work schedule to include assignment to evening, weekend and holiday periods without a further equitable adjustment in the terms and conditions of the contract. Cumulative adjustments to the daily work schedule shall not exceed the total weekly hours described on Exhibit A for this post. The COR shall provide reasonable prior notification in writing of all schedule changes. The Guard Force Commander position is a key position and is staffed in accordance with the requirements described in H.5.

The Guard Force Commander has one or more shift supervisors reporting to him/her. The scope and size of the guard services will determine the number of Shift Supervisor positions required. Normally shift supervisor positions are manned 24 hours a day, 7 days a week. The Shift Supervisor's function shall be to supervise all guard personnel assigned during the shift.

The Guard Force Commander and Shift Supervisors positions are set forth in Section J, Exhibit A. The Project Manager position is excluded from Exhibit A and may be included in the overhead rate.

C.1.2. **PERSONNEL.** The Contractor shall provide trained guard personnel for posts designated and for the hours indicated in Exhibit A. See also Section H. Listed below are the labor categories set forth under Standard and Additional or Emergency Services.

C.1.2.1. SUPERVISOR.

DEFINITION - A generic term for all supervisory levels in a local guard force. Positions may include the following job categories depending upon the size and scope of the guard program:

(1) Guard Force Commander; (2) Chief of Guards; (3) Captain of the Guards; (4) Shift Supervisor; and (5) their deputies.

MAJOR DUTIES AND RESPONSIBILITIES – May include all or part of the responsibilities set forth below:

- supervision of the guard force that provides protection to all U.S. mission facilities, residences, and to the Chief of Mission;
- preparing of guard orders, deployment of guards and weekly scheduling;
- conducting inspections of guards and guard posts;
- investigating irregularities;
- preparing reports and making recommendations regarding discipline and termination actions;
- overseeing the training program to insure effectiveness;
- overseeing guard program logistics including, e.g., explosive detection, x-ray and GEMS equipment;
- acting as a point of contact with the COR on operational guard force matters.

C.1.2.1.1. SURVEILLANCE DETECTION SUPERVISOR.

DEFINITION - A contractor's employee whose duty is to command and supervise the SD Specialists.

MAJOR DUTIES AND RESPONSIBILITIES - The SD Supervisor may be responsible for:

- changes to guard orders,
- deployment of Specialists and weekly scheduling,
- conducting inspections, investigates irregularities,
- making recommendations regarding discipline and termination actions,
- overseeing logistical aspects, and acts as point of contact with the COR on operational SD Specialist matters,
- *database entry for SIMAS.*

C.1.2.2. SENIOR GUARD.

DEFINITION - Person who performs guard duties requiring special skills, such as detector operations, including routine operator maintenance, or supervises other guard personnel.

MAJOR DUTIES AND RESPONSIBILITIES – The Senior Guard may be responsible for:

- supervision of one to three guards at separate sites,
- supervision of special function teams such as mobile patrol units, or bodyguard details,
- on-the-job training of subordinates,

- performing as the Explosive Detector (ED) Operator and may implement ED alarm resolution procedures.
- may also perform duties requiring special skills or increased responsibilities other than supervision.

C.1.2.2.1. SURVEILLANCE DETECTION (SD) SPECIALIST.

DEFINITION - A contractor's employee whose duty is to observe and report unusual or suspicious activities directed toward the American Embassy or its personnel.

MAJOR DUTIES AND RESPONSIBILITIES - The SD Specialist will be able to write in English (see Section H and Exhibit A), have a valid driver's license, and be able to operate all special equipment after relevant training. SD Specialist duties may be that of:

- radio operation providing the communication link between SD unit supervisors and SD team members,
- operations clerk performing administrative operations for the SD units.
- *operation of digital cameras and camera cell phones.*

C.1.2.3. GUARD.

DEFINITION - Person who performs routine guard services for the protection of U.S. Mission facilities and personnel and their dependents.

MAJOR DUTIES AND RESPONSIBILITIES - The guard may be responsible for:

- security duties at fixed, walking, or vehicle mobile patrol posts,
- provide assistance to local authorities in thwarting criminal and terrorist acts,
- performs access control duties to limit entry to authorized personnel or visitors,
- operation of walk-through metal detectors, hand-held metal detectors, electronic and hydraulic barriers, and special monitoring devices.

C.1.2.4. GUARD-DRIVER.

DEFINITION - Person who performs driver and guard duties as part of a mobile patrol unit.

MAJOR DUTIES AND RESPONSIBILITIES - The Guard-Driver may be responsible for:

- observation in a specific area for suspicious persons, vehicles, and activities,
- recording and reporting observations,
- questioning persons,
- calls for police support,
- response to calls for assistance,
- demonstrates competent driving skills under normal and high stress circumstances.

C.1.3. GENERAL ORDERS AND POST ORDERS.

C.1.3.1. DEFINITIONS.

"General Orders" means those instructions, directives and guidelines that apply to all guard personnel.

"Guard Post" or "Post" means a site or location where a guard is assigned for a specific period of time to perform prescribed functions. One location may have more than one guard post. Thus, one site, such as an access point for the Embassy, could have several guards assigned during the same time. The number of guard posts, therefore, is **not** the same as the number of guards assigned.

"Post Orders" means detailed instructions to persons assigned to a specific guard post.

"Surveillance" is the act of determining whether surveillance is being conducted against a particular target. Surveillance detection is a defensive security measure that can be conducted by an individual or as a specifically designed operation by a trained team.

"Surveillance Detection SD Program" The SD program is a defensive program designed to enhance the safety and security of U.S. personnel and resources assigned to or under the umbrella of the Department of State. Its mandate is narrowly defined as "the discreet observation and reporting of surveillance activities directed at U.S. diplomatic personnel and facilities".

C.1.3.2. GENERAL ORDERS AND POST ORDERS. General Orders and Post Orders are included as Exhibit B. The Contractor shall use and follow these orders in the performance of this contract. The Contractor shall ensure that guard personnel are complying with these orders. The Government may make changes to the orders within the scope of the contract. All changes and revisions to the orders shall be accomplished by issuance of contract modification. The Contractor may submit to the COR any request for changes to the orders.

The Contractor is responsible for having the General and Post Orders translated into ***Spanish***. The Contractor shall maintain a copy of both the English and translated General Orders and Post orders at each post. The Contractor shall insure that all updates and revisions to the General and Post Orders are translated and maintained at each post.

C.1.4. POSTS. A detailed listing of posts and hours of coverage required, by guard category, is provided in Exhibit A as a part of this contract.

C.1.5. DUTIES AND RESPONSIBILITIES.

C.1.5.1. GUARD ELECTRONIC MONITORING SYSTEM.

C.1.5.1.1. The Contractor shall use a Guard Electronic Monitoring System (GEMS) for monitoring and quality control of guard services.

The system will have the following general characteristics:

- utilize a portable hand-held data collection device that scans designated data points, the scanner may use a variety of technologies including bar code strips, electronic data strips, touch tags or electronic buttons;
- the ability to transfer collected data from the portable device to a computer; and
- creating and printing computer-generated reports designed to document guard activities and supervisor oversight.

The system shall have an archival capability allowing access to historical information by computer. The integrity of the system shall ensure that information, once collected, cannot be altered or modified. Separate codes will be assigned to individual guards, supervisors, guard posts, and certain defined incidents or events to be contained on an incident card.

Posts with scanner responsibilities are annotated in Exhibit A and the duties described in the Post Orders in Exhibit B. Designated posts will receive a hand-held data collection device at the beginning of a shift. Posts that are assigned scanners shall be responsible for scanning checkpoints at each post along the designated route and completing the required number of visits to each post throughout the daily/nightly tour. During rounds, the user shall report all incidents using the Incident Card and follow up with written reports as necessary.

The Contractor is responsible for:

- Ensuring the correct use of the hand-held data collection device;
- maintaining the integrity of the system;
- ensuring that designated individuals scan all check points for the route; and
- ensuring that data is properly entered into the computer.

The Contractor must obtain COR approval before making software changes/revisions.

C.1.5.1.2. The Contractor shall use data collected in the system to generate reports for use by the COR. At a minimum the Contractor shall prepare and furnish to the COR daily, weekly and monthly reports. The daily report shall include as a minimum:

- (1) Incident reports – including the date, time location and type of incident;
- (2) Patrol summary - verification of supervisor rounds by checkpoint, time and date;

- (3) Exception reports that display, for example, the failure to log checkpoint or complete the route in the allotted time;

The system shall have additional reporting capabilities to include summarizing the daily reports on weekly, monthly or annual basis. The software system shall have flexibility to develop custom reports and modify standard report formats.

C.1.5.1.3. The Contractor shall provide a complete GEMS which shall include the system and reporting software, hand-held data collection devices, data points such as bar code labels, data strips, touch tags or electronic buttons, batteries or recharging stations, computer, printer. The Contractor shall provide training to the employees who will be using the system, see H.5.4.4. The Contractor shall be responsible for the maintenance, replacement and support of the system to ensure continuous operation.

C.1.5.2. ENTRY CONTROL. The Contractor shall deter and report unauthorized personnel or vehicular entry into areas designated by the Security Office as a controlled area. The Contractor shall report all serious or unexpected incidents to the COR.

C.1.5.2.1. ENTRY CONTROL AT OFFICE BUILDINGS. The Contractor shall intercept and identify visitors outside the secure premises. Guards shall screen visitor identification. At designated buildings, guards shall request specified identification cards and U.S. passports and shall permit only persons holding them to enter the premises. At the direction of the Marine security guard on duty, guards shall physically examine visitors and their effects and possessions to detect the presence of firearms or other weapons. If anyone refuses to identify himself/herself and attempts to enter the building, the guard shall use necessary force (see Exhibit B) to detain the individual and shall immediately notify the COR.

C.1.5.2.2. ENTRY CONTROL AT OFFICIAL RESIDENCES. The Contractor shall intercept and identify visitors outside the residence gate. Guards shall screen visitor identification and maintain a log of visitors. Guards shall detain visitors whose arrival is not expected at the entrance until cleared by authorized personnel inside the residence. Guards shall ensure that visitors stay outside the gate until properly identified. If anyone refuses to identify himself/herself, and attempts to enter the residence, the guard shall use necessary force to detain the individual and shall notify the local police and the supervisor on duty.

C.1.5.3. PROVIDE ESCORT. Local guards do not normally perform escort duties; however, the COR may require the Contractor to provide temporary escort services under special circumstances. The COR will state the required duties when such services are directed. The Contractor shall not commit additional resources to escort duties unless the Contracting Officer modifies the contract for this purpose.

- C.1.5.4. CONTROL VEHICULAR ENTRY AND ACCESS. The Contractor shall examine all Government, commercial, and visitor vehicles entering a secured office building premises. Guards shall check vehicle passengers for proper identification and the vehicle for suspected bombs and suspected packages, following Exhibit B. Guards shall admit only those authorized vehicles. The Contractor shall keep logs on vehicles permitted access to secure premises.
- C.1.5.5. PATROL PERIMETER. Guards assigned to positions requiring foot-patrol duties shall make rounds of their assigned areas at least twice each hour. Guards shall change their course and pace while patrolling grounds to avoid establishing a set time and pattern of perimeter rounds.
- C.1.5.6. INSPECTION AND SURVEILLANCE. The Contractor shall physically examine all packages and mail carried by any person who seeks access to guarded premises or who seeks to leave or deliver such packages or mail. Guards shall inspect residence perimeters. Guards shall endeavor to detect and prevent fires in residences. In the event of fire, guards shall summon the Fire Department and assist in evacuation of residents. Guards shall report to the local police and the COR any suspicious vehicles or persons near the residence.
- C.1.5.7. VEHICLE MOBILE PATROL.
- C.1.5.7.1. The Contractor shall provide vehicle mobile patrol services for residential and warehouse facilities. Approximately ***forty-three (43) houses, seventy (70) apartments in numerous high-rises and four (4) official buildings located through out Panama City in several sectors*** are to be patrolled by the mobile units. A minimum of ***two (2)*** mobile patrol units ***are*** required. The mobile patrol shall operate ***twelve (12)*** hours per day, 7 days per week. ***A mobile patrol unit shall consist of one vehicle and two guards.*** Scheduling for the patrol shall be varied constantly to prohibit anticipating its route. (See Exhibit B for a list of the specific tasks of each mobile, roving patrol unit, including record keeping, at each checkpoint. See Exhibit A for identification of members of the vehicle mobile patrol.)
- C.1.5.7.2. The Contractor shall provide and maintain vehicles and equipment for the mobile patrol (see Section H). The Contractor shall provide a sufficient number of vehicles to assure continued availability of vehicles (see Exhibit D).
- C.1.5.8. LOCAL GUARD FORCE RADIO NETWORK. The Contractor shall be responsible for furnishing communications equipment necessary to provide a reliable local guard force radio network that is fully functional and operable 24 hours per day. (See Exhibit D).

The communication system shall be designed so that all radios utilizing repeaters, if necessary, can receive and transmit to all sectors covered by the mobile patrol and to all facilities covered by this contract. The communication system shall include a base station and dedicated radio dispatcher. The base stations shall be located in ***the New Embassy Compound (NEC).***

The contractor shall be responsible for obtaining the necessary radio frequency for operation of its radio equipment. The Contractor is solely responsible for acquiring and paying for all licenses and permits that may be required for frequencies and the operation of all communications equipment throughout the life of the contract.

The radio equipment shall operate on both the local guard company frequency and the U.S. Embassy frequency. (See Note # 2) The Contractor shall verify through the COR that the proposed equipment for the Local Guard Force Radio Network will not interfere with the communications equipment and operations of the Embassy.

The Contractor is responsible for all maintenance and repair costs associated with all equipment included in the local guard force radio network.

C.1.5.9. MAINTAIN LOGS AND RECORDS.

C.1.5.9.1. OPERATIONAL RECORDS. The Contractor shall provide a log for each post, consisting of a bound ledger, with lined paper and numbered pages. Post Orders will provide instructions for the posting of each log. The Contractor shall provide incident report forms for recording information regarding any incident at a post. The Contractor shall submit the design of this form in draft for approval by the COR.

C.1.5.9.2. ADMINISTRATIVE RECORDS. The Contractor shall maintain administrative files, which shall at a minimum include personnel records, investigation records (see H.2) and training records (see H.5.4) on all employees working under the contract. The COR is authorized to examine the Contractor's administrative files. The Contractor shall maintain daily time and attendance records, which may be reviewed by the COR as required.

C.1.5.9.3. EXPLOSIVE DETECTORS AND/OR X-RAY INSPECTION RECORDS. The Contractor shall keep Explosive Detector maintenance logs on a daily, weekly, monthly basis following the Maintenance Log Book procedures provided by the manufacturer. X-ray repair maintenance records shall be maintained. The Contractor shall keep any additional logs as instructed by the COR.

C.1.5.10. CLOSED CIRCUIT TELEVISION (CCTV). Guards assigned to positions requiring the use of closed circuit TV displays shall operate the monitoring equipment following the guidance contained in the post orders (Exhibit B). Operators shall pay particular attention for suspicious activity. The contractor shall note in the Post Log and report to the COR immediately any malfunctioning or broken equipment. The contractor shall ensure all personnel assigned to a CCTV post have been properly trained before being assigned to the post (see H.5.4.8).

C.1.6. SURVEILLANCE DETECTION (SD) OPERATIONS.

The contractor shall provide surveillance detection operations as part of this contract, consisting of the following requirements. Surveillance Detection Operations are overt and are not to be considered as a replacement for ongoing efforts; they will only supplement activities already in place. Surveillance detection operations are intended to be an early warning mechanism to detect rather than protect. Since coordination and cooperation with host country police and/or security forces will be required, it will be essential to recognize any political sensitivities that may arise. The Contractor shall be able to adapt the program to accomplish its objectives while easing any concerns by either the Mission or the host country.

C.1.6.1. SURVEILLANCE DETECTION OPERATIONS.

C.1.6.1.1. GENERAL. The contractor shall provide surveillance detection as described in this section. The objectives of the surveillance detection operations are to:

- identify and report suspected surveillance of official facilities, designated residences, routes of travel and U.S. personnel to the COR;
- verify reported surveillance activity as directed by the COR;
- assist the COR in evaluation of individual personal security practices;
- provide protective surveillance of U.S. personnel, upon direction of the COR; and
- assist the COR in route planning and analysis.

C.1.6.1.2. DETAILS.

Zones of coverage: All official facilities of the United States' Government and as directed by the COR.

Command post: See Exhibit E.

Duration of operation: ***Operations will be conducted on a daily basis 24 hours x 7 days or as directed by the COR.***

Personnel: Employees shall work in civilian clothes. Specialists and their supervisors must have language levels of 3 as defined in H.5.1.1.

Equipment: See Exhibits D and E.

C.1.6.1.3. METHODS.

Surveillance Detection methods employed by the specialists shall be a combination of fixed and mobile surveillance to include but not limited to; foot, bicycle, automobile, public

transport, vendor operations, and covered positions approved by the COR.

Specific methods shall be flexible, adapting to situational variables. If dedicated Surveillance Detection mobile patrols will be used, mobile patrols shall:

- identify and immediately report to the COR, suspected surveillance of U.S. facilities or personnel,
- assist surveillance detection teams in evaluation of individual personal security practices as directed by the COR,
- directly support surveillance detection team operations upon request,
- provide protective surveillance of U.S. personnel upon direction,
- become familiar with the vehicles used in their patrol areas,
- identify suspicious or unusual people, vehicles, activities, buildings, or containers to the COR or his designee.

C.1.6.1.4. TRAINING OF SD SPECIALISTS AND SUPERVISORS.

The Government will provide basic training in surveillance detection techniques for the surveillance detection specialists and supervisors. The Government and the Contractor shall arrange a mutually agreeable time for the training (see Section H). If, as a result of the training course, the Contractor determines that alternative approaches to surveillance detection would be advisable, the Contractor shall recommend such changes to the COR. No changes will be effective unless the Government modifies the contract.

C.1.7. EXPLOSIVE DETECTORS AND/OR X-RAY INSPECTION EQUIPMENT OPERATOR. The Contractor shall provide personnel to operate the Explosive Detectors and X-ray Inspection Equipment. The Contractor shall follow the instructions in post orders, see Exhibit B.

Explosive Detector Operators: The Government will provide a maximum of five hours of training annually. Training shall cover equipment operation, operator maintenance, logbook procedures, and alarm resolution guidance.

X-ray Equipment Operators: The Government will provide a maximum of two hours of training annually. Training for x-ray equipment operators will cover equipment operation and hazardous device recognition.

Specifically trained and designated guard posts shall operate and maintain this equipment as set forth on Exhibit A. The Contractor shall submit reports as directed by the COR (see Section F).

C.1.8. ***RESERVED.***

C.2. TYPES OF SERVICE.

C.2.1. STANDARD SERVICES. Exhibit A specifies the standard services. The Contractor shall not subcontract or lease for the standard services.

C.2.2. ADDITIONAL OR EMERGENCY SERVICES. Additional or emergency services are services within the scope of this contract but not specified in Exhibit A. The performance of duties listed in Exhibit A does not constitute additional or emergency services. The Contractor shall not subcontract or lease for the additional or emergency services.

C.2.2.1. The COR may orally request additional or emergency services to meet increased workload or temporary needs for services arising from visitors to post or special events. The Contractor shall obtain the COR's approval for reimbursement of any non-expendable equipment or expendable supplies to be supplied by the Contractor related to the additional or emergency services.

C.2.2.2. The COR shall confirm any oral request for additional or emergency services in writing within forty-eight (48) hours of the oral request.

C.2.2.3. The Contractor shall include in its next regular invoice details of the additional or emergency services and any materials provided. The Contractor shall also include a copy of the COR's written confirmation to provide such services.

C.3. MANAGEMENT.

C.3.1. SCHEDULES. The Contractor shall prepare and maintain a Weekly Guard Post Schedule for all guard posts that lists the name of each previously approved guard to be assigned to each post and for each shift. The Contractor shall provide the COR a copy of the Weekly Guard Post Schedule for all employees by 12:00 noon of the last day of the workweek for the upcoming work week. The Weekly Guard Post Schedule shall show the post number and location, the name of the guard assigned (approved by the COR), and the shift assigned in terms of hours of the day. The Contractor shall give a copy of this schedule to the COR and each Contractor employee affected. The Contractor shall notify the COR three days before any change of a permanent guard (specific individual) to a post.

C.3.1.1. GUARD DUTY HOUR LIMITS. No Contractor personnel shall be on duty for more than 12 consecutive hours in a 24 hour period except under conditions of emergency, as authorized by the Contracting Officer or the COR.

C.3.1.2. RELIEF GUARDS. The Contractor shall provide the security personnel at the Exhibit A posts with COR approved, fully trained and qualified (See Section H), relief personnel to allow for comfort, personal needs, stress, meals, or other required or requested absences from the assigned post. Relief personnel shall be at the same category of labor as specified on Exhibit A. The Contractor shall provide this relief service to the Government at no additional charge. (See H.5.3.) Relief personnel are not required for: *the Local Guard Force Commander, Surveillance Detection Supervisor, Surveillance Detection Specialist and including Mobile Patrol personnel.*

C.3.1.3. ORGANIZATION CHART. Within ten days after the effective date of this contract, the Contractor shall provide in writing to the COR an organizational chart to include the names of supervisors, shift organization for each post, and the number and names of guard force employees.

C.3.2. SUPERVISION.

The Contractor shall provide adequate on-site supervision of employees at all times that a post is manned. A Contractor provided supervisor shall inspect each post during daylight hours at least twice and three times during night hours. This inspection shall assure that:

- the post is properly manned;
- the assigned guard is fully familiar with the General Orders and Post Orders;
and
- the post log is properly maintained.

The Contractor shall conduct a muster of guards going on duty for purposes of inspection for proper uniform, review of current security problems, special instructions, and training, unless waived by the COR. The time required for this muster is in addition to that required to provide a timely relief for guards on post. The Contractor shall provide this muster at no additional charge.

SECTION D

PACKAGING AND MARKING

- *Reserved.*

SECTION E

INSPECTION AND ACCEPTANCE

E.1. 52.252 2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the Internet at:

- <http://www.arnet.gov/far> or
- <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the link to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

E.2. The following clause applies for services provided at a fixed monthly rate (such as vehicles and communications equipment, if included in Section B) required to be provided by the Contractor.

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

E.3. The following clause applies to all other services provided under the contract.

52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E.4. ACCEPTABLE LEVELS OF PERFORMANCE. When the Contractor fails to provide the services at the performance standards required by this contract, the Government shall assess a negative incentive expressed as a deduction for each instance of unacceptable performance or non-performance following Exhibit C, Quality Assurance and Surveillance Plan (QASP). The Government shall deduct the amounts from the next monthly invoice payment.

SECTION F

DELIVERIES OR PERFORMANCE

F.1. 52.252 2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the Internet at:

- <http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the link to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

F.2. The following clauses apply for services provided at a fixed monthly rate (such as vehicles and communications equipment, if included in Section B) required to be provided by the Contractor.

- 52.242-15 STOP-WORK ORDER (AUG 1989)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.3. The following clause applies to all other services provided under the contract.

- 52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)

F.4. PERIOD OF PERFORMANCE. The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with ***four one-year options to renew***. The initial period of performance includes any transition period authorized under the contract.

F.5. NOTICE TO PROCEED.

F.5.1. After receiving notice of contract award, the Contractor shall complete the steps necessary to obtain all required licenses, permits, and insurance. See Section H for details regarding Government assistance in this process.

F.5.2. After the Contractor provides the Contracting Officer acceptable evidence that the Contractor has obtained all required licenses, permits and insurance, the Contracting Officer shall issue a Notice to Proceed.

F.5.3. On the date established in the Notice to Proceed (a minimum of ten (10) calendar days from the date of the Notice to Proceed, unless the Contractor agrees to an earlier date), the Contractor shall start performing the services required by the

contract. This performance shall conform to the Transition Plan, addressed in Section H, followed by full performance after the transition period.

- F.5.4. If the Contractor has provided evidence of licenses, permits, and insurance as part of its proposal, the Contracting Officer may issue a Notice to Proceed at time of contract award. If the Contractor has all required licenses, permits and insurance by the time of contract award, the Contractor shall provide these documents to the Contracting Officer within five (5) calendar days after contract award.

F.6. DELIVERABLES.

The **Contractor** shall provide the following deliverables/submittals when required below:

Deliverable		Due Date
1)	Licenses and permits - H.7.6 and L.8	Before issuance of NTP**
2)	Insurance - H.7.5 (including War-Hazard or DBA Insurance, if required)	Before issuance of NTP**
3)	Guard Electronic Monitoring System Reports - C.1.5.1.2	Daily, Weekly, and Monthly
4)	Weekly Guard Post Schedule - C.3.1	Not later than 12:00 noon of the last day of the work week for the upcoming work week.
5)	Summary Individual Investigation H.2.1	10 working days before employee being assigned to guard duties
6)	Inventory Reports - H.3	Not later than 15 days after inventory completion
7)	Transition Plan - H.9.3	5 days after Post Award Conference
8)	Organization Chart - C.3.1.3	10 days after contract award
9)	Surveillance Detection Reports	As required by Exhibit B
10)	Explosive Detectors and/or X-ray Inspection Equipment Operation Reports	Daily, Weekly, and Monthly
11)	Inspection Reports (Exhibit B)	Daily, Weekly, and Monthly
* All days are calendar days.		** See also F.5, Notice to Proceed (NTP).

The **US Government** shall provide the following deliverables/submittals within the time frames identified below:

- | | | |
|-----|--|---------------------------------|
| (1) | Notice to Proceed – F.5 | After receipt of 1 and 2 above. |
| (2) | Copy of COR designation letter – G.1.1 | After contract award. |

SECTION G

CONTRACT ADMINISTRATION DATA

G.1. **MONITORING OF THE CONTRACTOR.**

G.1.1. **652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)**

G.1.1.1. The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

G.1.1.2. The COR for this contract is the *Assistant Regional Security Officer (A/RSO)*.

G.1.2. **DUTIES.**

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.1.3. RESERVED.

G.2. **INVOICING INSTRUCTIONS.**

G.2.1. **Designated Billing Office.** The Contractor shall submit to the designated billing office a single invoice for all services under this contract, in an original and three (3) copies and a computer disk with the invoice saved on it at the following address (designated office only for purpose of submitting invoices):

***Financial Management Officer
US Embassy Panama
520 Clayton Bldg.
Demetrio Basilio Lakas Street
Panama, Republic of Panama***

G.2.1.1. The Contractor shall submit an electronic copy of the invoice, without the documentation specified in G.2.2.2 to fpddata@state.gov . The electronic version shall use the Excel spreadsheet provided under Exhibit E. Submittal of an electronic copy of the invoice to fpddata@state.gov shall not be construed as delivery to the designated billing office for purposes of Far 52.232-25.

If the Government rejects an invoice, the Contractor shall submit a revised invoice to the designated billing office and an electronic copy of the revised invoice to fpddata@state.gov. Revised invoices shall be marked as “revised” with a sequentially assigned revision number.

G.2.2. REQUIRED INFORMATION. The invoice shall contain all the information required in Section G, Section I (including, FAR 52.232-25 and 52.232-7), and Exhibit E. The invoice shall include each element of the services provided as listed within Section B.

G.2.2.1. The invoice format is defined in an Excel spreadsheet; see Exhibit E. The invoice spreadsheet contains the following sections or worksheets:

- (a) Monthly Invoice Summary. This section contains the labor categories, hourly rates, number of hours, and a total amount for each element billed.
- (b) Cumulative Summary. This section shall include a cumulative summary for each of the elements described under subparagraph (a) above for the contract year.
- (c) Detail by Guard Post. This section for the invoice period shall include a detailed listing of hours worked by individual post listed on Exhibit A.
- (d) Additional-Emergency Services. This section for the invoice period shall include a listing by Post, labor category and the hours of all requests for Additional or Emergency Services.

G.2.2.2. The Contractor shall provide the following documentation with each request for payment.

- (a) Individual time sheets to support the number of hours worked for the invoice period. The total of all hours worked from the time sheets must match the summary of hours for all guard posts.
- (b) Invoices claiming reimbursement for Additional or Emergency Services shall include copy(s) of the COR’s written confirmation of the request for services, see C.2.2.2.
- (c) Invoices claiming reimbursement under B.2.6, Materials or Equipment, relating the Additional or Emergency Services, shall include copies of paid receipts showing the cost to the Contractor of the materials or equipment.
- (d) Invoices claiming reimbursement under B.2.7, Defense Base Act Insurance, shall include copies of the invoice from, and proof of payment to, the insurance carrier.

G.2.3. INVOICE FORMAT. A format for the Contractor’s invoice is shown at Exhibit E.

G.2.4. The Government will make all payments in *U.S. Dollars*.

G.2.5. VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall disregard the line for VAT on the sample invoice in Exhibit H. The Contractor shall not include a line for VAT on invoices.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1. **SECURITY.** The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data, and police clearance on all Contractor personnel who will be working under this contract before they report for duty. The Government shall issue identity cards to approved Contractor personnel. These personnel shall display their identity cards on the uniform at all times while on duty. These identity cards are the property of the Government. The Contractor shall return all identity cards when the contract is completed, when a contractor's employee leaves this contract, or at the request of the Government.

H.2. **GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES.** The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including proof of successful employment during the past three years as well as recommendation(s) from their respective supervisor(s). A police check covering criminal and/or subversive activities, a check of personal residence and a credit investigation is also required. For employees who will operate vehicles in performance of this contract, a Contractor review of the individual's traffic record is also required to assure compliance with H.13.

The Contractor shall provide records of all investigations in summary form to the COR for review and approval/disapproval. The investigation record shall be part of the administrative file (see Section C). The Contractor shall not use any employees under this contract without Government approval. The Contractor shall not bill for employees who have not received approval under this clause.

H.3. **GOVERNMENT FURNISHED PROPERTY.** The Contractor shall physically inventory all Government furnished property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting, and reconciling the property with written records. The Contractor shall conduct these physical inventories ***annually*** during the contract and at the completion or termination of the contract, as directed by the COR. Unless approved in advance by the Contracting Officer, personnel other than those who maintain the property records or who have custody of the property shall conduct the inventory.

H.4. **STANDARDS OF CONDUCT.**

H.4.1. **GENERAL.** The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity. The Contractor shall take any necessary disciplinary action for its employees. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. Guards must at all times use politeness and courtesy when dealing with visitors to the Government's offices and residences.

The Contractor shall notify the COR of proposed disciplinary actions 24 hours in advance.

In addition, the Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

- H.4.2. APPEARANCE. The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favorable image. All contract employees shall wear a uniform while on duty with the possible exception of SD members. The Contractor shall ensure that guard personnel at all times present a neat appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.
- H.4.3. UNIFORMS AND PERSONAL EQUIPMENT. The Contractor's employees shall wear clean, neat, and complete uniforms or civilian clothes for SD, when on duty. All employees shall wear uniforms or civilian clothes approved by the Contracting Officer's Representative. The Contractor shall provide for each guard and supervisor the uniforms and personal equipment listed in Exhibit D. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms. The Contractor shall ensure that employees do not use, wear, or display any items of uniform or equipment while they are in an off-duty status.
- H.4.4. LOCAL GUARD FORCE - MARINE SECURITY GUARD RELATIONSHIP. Although the U.S. Marine security guards do not have a direct supervisory role in the management of the local guard force, they do serve as a communications link between the COR, other Government officers, and the Contractor's local guard force. At a post that has a Marine guard augmented with a local guard, the Marine guard has primary responsibility for the security and operation of the post.
- H.4.5. NEGLECT OF DUTIES is considered unacceptable performance under this contract. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.
- H.4.6. DISORDERLY CONDUCT, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting, is considered unacceptable performance under this contract. Participation in disruptive activities that interfere with normal and efficient Government operations is also considered unacceptable performance.
- H.4.7. INTOXICANTS. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances producing similar effects.
- H.4.7.1. CONSUMPTION OF ALCOHOL. Contractor employees shall not drink alcoholic beverages while on duty or eight hours before a period of duty. The Contract shall not post any guard who has consumed alcohol during this period.
- H.4.7.2. RELIEF BY AN INTOXICATED PERSON. If a Contractor's guard has reason to believe that his or her relief is intoxicated, the guard shall not allow the relief to proceed. The guard shall immediately ask a supervisor or the COR for guidance.
- H.4.7.3. NARCOTICS. Contractor shall not allow its employees to use narcotics or other controlled substances without a prescription from a licensed physician.
- H.4.7.4. USE OF PRESCRIPTION DRUGS. Any Contractor employee using prescription drugs shall report this condition to a supervisor before assuming guard duty.

H.4.8. CRIMINAL ACTIONS. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following:

- falsification or unlawful concealment;
- removal, mutilation, or destruction of any official documents or records;
- concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;
- security violations;
- organizing or participating in illegal gambling in any form; and
- misuse of weapons (if weapons are required by this contract).

H.4.9. KEY CONTROL. The Contractor shall receive, secure, issue, and account for any keys issued for access to buildings, offices, equipment, gates, and similar controls for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. If the Contractor or its agents have duplicated a key without permission of the COR, Contractor shall remove the individual(s) responsible from work under this contract. If the Contractor has lost any keys used under this contract, the Contractor shall immediately notify the COR. For lost or improperly duplicated keys, the Government shall deduct from the Contractor's next invoice the cost of re-keying any compromised system.

H.5. PERSONNEL REQUIREMENTS.

H.5.1. EDUCATION/EXPERIENCE. All employees, except residential guards, shall be able to read and understand printed instructions, maps, or orders. Residential guards must demonstrate the ability to carry out instructions. All employees shall have sufficient knowledge of the local language(s) to be able to perform the work required by the contract.

Qualifications required of the Project Manager are:

- fluent in English and any appropriate local language, *Spanish*;
- completion of secondary school (or equivalent), and
- a minimum of five years police, similar military, or local guard force management experience. Desirable qualifications include university, police academy, or technical specialist training, prior guard-force management, with at least half of guard work experience being at senior supervisory or command levels.

Qualifications required of the Guard Force Commander are:

- a minimum of five years of police, similar military, or local guard force management experience.
- experience with guard force supervision.
- Desirable qualifications include secondary school completion and advance security training.

H.5.1.1. LANGUAGE PROFICIENCY. Employees assigned to certain guard posts must be able to converse in English and *Spanish* with employees and visitors. The required levels of language "speaking" proficiency are defined in Exhibit H. The specific language, English or another language, shall be specified by guard post in Exhibit A. The COR may interview

guard(s) to verify specified language capability level as part of the approval process or at any time when an individual is standing duty.

H.5.2. HEALTH. All Contractor employees working under this contract shall be well proportioned in height and weight. These employees shall be in good general health, without physical disabilities that would interfere with acceptable performance of their duties, including standing for prolonged periods in performance of guard duty. All employees shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation. The Contractor shall have evidence of physical fitness by a certification from a licensed physician, based on a physical examination conducted prior to the employee's assignment to duty and annually thereafter. The Contractor shall keep this certification in the administrative file required by Section C.

H.5.3. ALERTNESS. No employee of the Contractor shall work a tour of duty of more than 12 continuous hours. Each Contractor guard shall have a minimum of 12 hours off duty between tours on this contract, except in emergency situations. The Contractor shall obtain the prior written approval of the COR if any employee of the Contractor performing under this contract intends to work for another firm or organization in addition to the Contractor. The Contractor shall obtain the prior written approval of the COR before assigning any guard performing under this contract to work with another client of the Contractor. The contractor shall not bill for employee hours that exceed the 12 hour tour length.

The contractor shall provide a 15-minute break once every 4 hours during an employee's tour of duty to allow for comfort, personal needs, stress, or other required or requested absences from the Exhibit A assigned post. Meal breaks shall be scheduled at appropriate times during a tour of duty and shall be at a minimum 30 minutes in length. (See also C.3.1.2). Breaks shall not run consecutively.

H.5.4. TRAINING REQUIREMENTS. The types of training required for this contract are basic training, firearms qualification (if firearms are required by this contract), annual refresher training, GEMS training, explosive detection and x-ray training (see Section C.1.7.). The training requirements listed below apply to all employees assigned to a position listed in Exhibit A. The Contractor shall maintain employee-training records to document the training each employee receives. These records shall be part of the administrative files required by Section C.

H.5.4.1. BASIC TRAINING. Before assigning an employee, the Contractor shall have the employee satisfactorily complete a program of basic training approved by the COR. This program shall be a minimum of 80 hours and include the activities listed below. The 80 hours of initial training must mirror the 80 hour course on DSTC's website. An additional 40 hours of firearms training is required, if this contract requires firearms. The 40 hours of firearms training must mirror the 40 hour course on DSTC's website. This Basic Training requirement does not apply to employees who have already completed the training. All costs of basic training, including labor, are the responsibility of the Contractor.

- Orientation. Introduction to the training program, training objectives, the role of the guard force in the Mission Security Plan. The post Regional Security Officer (RSO) shall participate in this block of instruction.

- U.S. Government Assets. Description of U.S. assets to be protected, including name, location, and function. The RSO shall provide this information.
- Local Law and the Power of Arrest. The powers and legal limitations of the guard to use force and arrest offenders, and the relationship of the guard force to the host government security forces.
- Terrorism and Criminality. Description of the nature of the threat to U.S. assets, with examples.
- Fires and Explosions. Description of the threat to assets of fire and explosions, with examples.
- Mission Emergency Plans. Role of the guard force in cases of fire, explosions, bomb search and building evacuation. The RSO shall provide this information.
- Physical Security Measures Employed by the Mission. Description of the access control systems employed, including alarms used (anti-intrusion and fire).
- Basic Guard Duties. General description of guard actions for protection of facilities and residences. Denial of access to unauthorized persons, preparation and maintenance of guard force records, logs, and reports.
- Guard Force Communications. Procedures to be used in case of incident; notification of others; use of radio equipment.
- General Orders and Post Orders. Details of Exhibit B. Emphasis on guard responsibilities, conduct, and penalties for violating orders.
- Maintenance of Post Logs and Preparation of Incident Reports. Procedures for preparing daily logs of incident reports.
- Unarmed Defense and Restraint of Disorderly Persons. Procedures for defending against physical attack; procedures for restraining others; guidance on the use of force.
- The Use of Personal Equipment. Procedures for the use of the baton, handcuffs, and Mace, as applicable.
- Access Control Equipment Use and Procedures. Use of electronic body and package search equipment; body search manually; vehicle search and building search for suspected bombs; visitor control systems, including badge issuance and control. (Training shall include general coverage of this subject for all guard personnel, with special hands-on training for those with access control duties.)
- Observation Techniques. Use of observation techniques for static guards, mobile patrol units, and foot patrols to identify, report and record suspicious acts and persons, with special emphasis on surveillance detection techniques for all guards.
- Dealing with Government Employees and the General Public. Procedures to be used when conversing with Government employees and the general public; actions to be taken when confronted by hostile individuals and mentally disturbed persons.

H.5.4.2. FIREARMS QUALIFICATION. All contract guard employees who must be armed in the performance of their duties must qualify as a “marksman” utilizing State Department qualification standards as described in Exhibit G – FIREARM QUALIFICATION STANDARDS prior to assignment at the activity and semiannually thereafter.”

H.5.4.3. ANNUAL REFRESHER TRAINING. The Contractor shall have each employee successfully complete at least 16 hours of annual refresher training. The Contractor shall not provide services of employees unless

they are certified on all required training. The training shall include any new material affecting the performance of local guard duties. All costs of refresher training, including labor, are the responsibility of the Contractor.

Upon completion of annual refresher training the Contractor shall notify the COR which guards have completed the required training.

H.5.4.4. GEMS TRAINING. The Contractor at its own expense shall provide each supervisor and any other employee using GEMS training in the proper use of the system. For these employees, GEMS training shall also be part of their annual refresher training.

H.5.4.5. SURVEILLANCE DETECTION (SD) TRAINING. The Government shall provide the initial Surveillance Detection Training to SD personnel under this contract. This training will also include the operation of all SD equipment. The Government will provide any subsequent training, including the annual SD refresher training. This training is in addition to that required in H.5.4.3.

H.5.4.6. EXPLOSIVE DETECTORS AND/OR X-RAY INSPECTION EQUIPMENT OPERATOR TRAINING. The Government will provide each employee using the explosive detectors and/or X-ray inspection equipment with training in system operation (see Section C.1.7.). Government provided Operator training is in addition to 80 hours of basic training and 16 hours of annual refresher training.

H.5.4.7. CHEMICAL AND/OR BIOLOGICAL AWARENESS AND COUNTERMEASURES BRIEFING. The Government will provide, on a one-time basis, an overview of chemical and/or biological awareness and countermeasures. The Contractor shall provide all subsequent briefings on this subject, as part of refresher training.

H.5.4.8. CLOSED CIRCUIT TELEVISION (CCTV) OPERATOR TRAINING. The Government will provide, on a one-time basis, training on the CCTV monitoring equipment. Training shall cover equipment operation, operator maintenance, logbook procedures, and alarm response guidance. The Contractor shall provide all subsequent training on the equipment.

H.6. WEAPONS.

All LGF personnel will be armed during the course of their duties. See Exhibit A – GUARD POST AND SCHEDULE OF GUARD COVERAGE.

H.7. AUTHORITY AND JURISDICTION.

H.7.1. AUTHORITY. Authority of the Contractor's personnel to detain and/or make arrests shall be that of private citizens as defined by host country law.

H.7.2. INDIVIDUAL GUARD LICENSES AND BONDS. The Contractor shall provide and pay for any official bonds and/or licenses required for the performance of this contract.

H.7.3. EMPLOYEE SALARY BENEFITS. The Government shall have no responsibility or liability for payment of any wages or benefits to Contractor's employees, including those associated with severance pay as defined by local law. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits, which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, and premium pay for holidays, payments for social security, pensions, severance pay, sick or health benefits, childcare or any other benefit, the Contractor is responsible for these payments. The rates/prices in Section B shall include all such costs.

H.7.4. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:

- negligence of the Contractor's personnel in the performance of this contract, or
- any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor's personnel.

The Contractor's assumption of absolute liability is independent of any insurance policies.

H.7.5. INSURANCE. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Automobile Liability

Bodily injury	<i>\$100,000</i> per person and <i>\$300,000</i> per occurrence
Property damage	<i>\$100,000</i> per occurrence

Comprehensive General Liability

Bodily injury	<i>\$100,000</i> per person and <i>\$300,000</i> per occurrence
Property damage	<i>\$100,000</i> per occurrence

Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease ***Statutory, as required by Panama law***

Employer's Liability ***\$100,000***

H.7.5.1. The Contractor shall provide workers' compensation insurance in accordance with FAR clause 52.228-3, "Worker's Compensation Insurance (Defense Base Act)" for those Contractor employees assigned to this contract who are:

- (a) hired in the United States;
- (b) residents of the U.S.; or
- (c) citizens of the U.S.

See also DOSAR 652.228-71, "Worker's Compensation Insurance (Defense Base Act) - Services (DEVIATION) and 652.228-76 "Defense Base Act Insurance Rates - Limitation - Cost-Reimbursement, Labor-Hour, and Time-and-Materials (DEVIATION)". The Contractor agrees to provide all other Contractor employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater

benefits, following FAR 52.228-4 “Worker’s Compensation and War-Hazard Insurance Overseas”.

H.7.6. PERMITS. The Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws. Failure to be fully licensed by date planned for commencement of contract performance may result in contract termination. The Contractor shall be responsible for application, justification, fees, and certifications for any licenses required by the host government. Once the contract is awarded, the Embassy will assist the Contractor to obtain permits and licenses as necessary. The Contractor shall request any assistance in writing to the Contracting Officer.

H.7.7. DUTY FREE ENTRY PERMITS. The Government shall assist the Contractor in obtaining duty free entry permits for materials and equipment required under this contract for custom clearances. The Government shall not be liable if duty must be paid. The Contractor shall assist in the process of obtaining duty free entry permits for all tools, equipment and materials to be used under this contract by submitting to the Contracting Officer:

- a legible copy of the bill of lading,
- a list of items, description, and value, and
- the number of crates or pallets within **14** calendar days in advance of their arrival in **Panama**.

The Contractor shall bear all costs or delays for duties and taxes unless the Contractor provides supporting documents to show a change in host country law or procedures that occurred after the award of the contract.

H.8. POST AWARD CONFERENCE.

Within **21** days after contract award, the Government will hold a post award conference at the Embassy. The Government will provide the location, date, and time of the conference when the contract is awarded. At the beginning of this conference, the Contractor shall present a detailed transition plan, as discussed below.

H.9. TRANSITION PLAN.

H.9.1. GENERAL. As part of its proposal, the Contractor was required to submit a Preliminary Transition Plan. That plan should form the basis for the Transition Plan required under this contract.

H.9.2. SPECIFIC TRANSITION PLAN ISSUES. The Contractor shall update and augment the Preliminary Transition Plan submitted as part of its proposal, so that it addresses at least the following areas:

Recruitment

- Types of advertising or other methods of identifying potential candidates.
- Plans to interview incumbent's employees
- Plans for employee clearances
- Planned start and end dates of recruitment

Training of New and Incumbent Employees

- Types of training
- Length of training
- Categories of employees to be trained

- Planned start and end dates of training

Licenses and Permits

- Identify all licenses and permits required to perform
- Indicate which licenses and permits are in the offeror's possession, which must still be obtained, and the planned date by which each license or permit will be obtained
- Provide copies of local licenses and permits as they are issued
- Identify the type of assistance expected from Embassy staff in obtaining licenses and permits

Insurance

- Types of insurance that must still be obtained
- Planned date by which all insurance will be obtained

Identification of Priority Guard Posts

- Assign priority to the selection, training, and clearance of all guard supervisors to be used under the contract

Phase-In

- Identify how the Contractor plans to interact with the outgoing incumbent Contractor
- Planned start and end dates of phase-in

Plans for Relief Guards

Timeline Interrelating All Transition Activities

The planned completion and timeline dates can be expressed as a calendar date, or as "X" number of days after occurrence of another event, such as contract award. For instance, if the Contractor does not plan to start phase-in until all recruitment is completed, state the date as "X" number of days after completing recruitment.

- H.9.3. COMPLETION OF TRANSITION PLAN. The Transition Plan will be discussed during the post-award conference, with the Government providing input and recommendations. See Section F for due date and distribution of final Transition Plan.
- H.10. PHASED TAKEOVER. The Government prefers that the Contractor begin full performance of the contract requirements on a specific changeover date. If a phased takeover is required, the Government will pay only for hours provided and accepted. Failure of the Contractor to complete transition either within 90 days after contract award or by the start date stated in the Notice to Proceed, whichever is later, is grounds for termination of the contract for default.
- H.11. KEY PERSONNEL.

H.11.1. The Contractor shall assign the following key personnel to this contract:

<u>Position/Function</u>	<u>Name</u>
Project Manager	*
Guard Force Commander	*
SD Supervisor	*

H.11.2. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

After the first 90 days of performance, the Contractor may substitute a key person if the contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

H.11.3. The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

H.12. VARIATION IN QUANTITY.

- (a) The Government reserves the right to increase or decrease the number of hours required for each labor category of Standard Services shown in Section B.
- (b) The Government reserves the right to increase or decrease the number of hours required for each labor category of Additional and Emergency Services shown in Section B.
- (c) As long as the cumulative number of hours required due to increases or decreases is not less than 75% or more than 125% of the number of hours specified for that labor category in Section B at the time award, neither the Contractor nor the Government shall be entitled to an adjustment of the hourly rates. The Government will modify the contract to show any decrease or increase in the number of hours with a unilateral modification. The contract modification may include revisions to Section B, Exhibit A, Exhibit B, and any other portion of the contract requiring revision to reflect the increase or decrease in the number of hours.
- (d) If the cumulative number of hours required as the result of any increases or decreases is less than 75% or more than 125% of the number of hours required for the labor category in Section B for either Standard Services or Additional and Emergency Services, the Government or the Contractor may request adjustment of the hourly rates under the Changes clause or the Termination clause. The allowable adjustment shall be based only on any increase or decrease in costs due to the variation above 125% or below 75%. Requests for adjustments shall be made within 90 days of the change in requirements that caused the hours to exceed the 25% variation. The Contractor and the Government shall sign modifications adjusting the hourly rates. If an agreement cannot be reached on the amount of the adjustment the Government shall prepare a unilateral modification and the Contractor may assert its rights under the Changes clause.

- H.13. VEHICLES. The Contractor shall provide all vehicles necessary for the performance of this contract. The Contractor shall keep all vehicles in safe operating condition at all times with a valid safety inspection sticker attached if required by local law. The Contractor shall provide all fuel and lubricants for the vehicles, as described in Exhibit D.2, Vehicles.

Contractor employees who operate vehicles in performance of this contract shall be properly licensed to operate such vehicles. All operators shall have maintained an operating record without significant traffic violations or accidents during the preceding 5 years and during the period of performance of this contract.

SECTION I

PART II - CONTRACT CLAUSES

CONTRACT CLAUSES

I.1. The following clauses apply for all services provided under this contract.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

I.1.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

- <http://www.arnet.gov/far> or
- <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (such as Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE -UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)

52.215-21	REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
52.222-50	COMBATING TRAFFICKING IN PERSONS (APR 2006)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JUN 2003)
52.232-1	PAYMENTS (APR 1984)*
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1	DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES--FIXED PRICE - ALTERNATE II (AUG 1987)*
52.243-3	CHANGES - TIME AND MATERIALS OR LABOR HOURS (SEP 2000)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)
52.245-1	PROPERTY RECORDS (APR 1984)
52.245-2	<i>GOVERNMENT PROPERTY (FIXED- PRICE CONTRACTS) (MAY 2004)</i>
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)*
52.249-6	TERMINATION (COST-REIMBURSEMENT) (SEP 1996) ALTERNATE IV (MAY 2004)
52.249-8	DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 1984)*
52.249-14	EXCUSABLE DELAYS (APR 1984)
652.237-71	IDENTIFICATION/BUILDING PASS (APR 2004)

* Applies only to the fixed price portion of this contract.

I.1.2. FAR CLAUSES INCORPORATED IN FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option clause may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *five (5) years*.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (only if over \$100,000)

- (a) *Definition.* As used in this clause - *United States* means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151– 188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

- i. The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - ii. Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N- 5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
(APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.1.3. DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
 - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
 - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
 - (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
 - (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports

- to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
 - (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (JUNE 2006)

As prescribed in 628.309-70(b), insert the following clause:

WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (JUN 2006)

- (a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:
 - (1) United States citizens or residents;
 - (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
 - (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.
- (b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable.
- (c) The current rate under the Department of State contract is **\$6.45 per \$100** of compensation for services.
- (d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.
- (e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

- (f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.
- (g) (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.
 - (2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:
 - (i) Contract number;
 - (ii) Name of Contractor;
 - (iii) Brief description of the services to be provided under the contract and country of performance;
 - (iv) Name and position title of individual(s);
 - (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
 - (vi) Dates (or timeframe) of performance at the overseas location; and,
 - (vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).
 - (3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD
(AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.232-72 LIMITATION OF FUNDS (AUG 1999)

- (a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that

from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

- (b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.
- (c)
 - (1) It is contemplated that funds now obligated under this contract will cover the work to be performed until *September 30, 2007*.
 - (2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.
 - (3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.
- (d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.
- (e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.
- (f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.
- (g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

- (a) The Department of State observes the following days as holidays:
 - New Year's Day
 - Martin Luther King's Birthday
 - Washington's Birthday
 - Memorial Day

- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
 - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
 - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.
- (e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999) Alternate I (Aug 1999)

- (a) The contractor warrants the following:
 - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed, or will obtain such authorization before performance of this contract begins;

- (2) That it has obtained all necessary licenses and permits required to perform this contract, or will obtain such licenses and permits before performance of this contract begins;
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The contracting officer must make all modifications to the contract in writing.

I.2. TRAVEL AND SUBSISTENCE COSTS

The Government will reimburse the Contractor for travel and subsistence costs when the Government requires the Contractor's services outside the metropolitan area of ***Panama City***. All travel under this clause must be approved by the COR in advance.

I.3. RESERVED

I.4. CONTRACT CHANGES

I.4.1. TEMPORARY CHANGES.

The COR may orally request changes on a temporary basis to meet revised security needs. These temporary changes shall not exceed the ceiling price in the contract. The Government will pay for these temporary changes at the rates stated in Section B for Additional or Emergency Services. The COR shall confirm each oral request in writing within 48 (forty-eight) hours of the oral request. If the Contractor has not received this written confirmation within 72 hours, the Contractor shall immediately notify the Contracting Officer.

I.4.2. OTHER CHANGES.

The changes in I.4.1 above shall not result in changes to Exhibit A, because they are only temporary services. The Government will modify the contract (Exhibit A) for any non-temporary need for location changes. If the Contractor has reason to believe that it has been directed by the COR to perform work that is not a temporary change, the Contractor shall immediately notify the Contracting Officer in writing.

SECTION J

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

- Exhibit A - GUARD POSTS AND SCHEDULE OF GUARD COVERAGE
- Exhibit B - AMERICAN EMBASSY/CONSULATE GUARD INSTRUCTIONS--
GENERAL ORDERS AND POST ORDERS
- Exhibit C – QUALITY ASSURANCE AND SURVEILLANCE PLAN
- Exhibit D - CONTRACTOR FURNISHED MATERIALS
- Exhibit E - GOVERNMENT FURNISHED PROPERTY
- Exhibit F - HOLIDAYS
- Exhibit G - FIREARM QUALIFICATION STANDARDS
- Exhibit H – LANGUAGE SKILL LEVEL DESCRIPTIONS

EXHIBIT A**GUARD POSTS AND SCHEDULE OF GUARD COVERAGE**

New Embassy Compound (NEC)										
Effective Date: TBD - 06/2007										
Post	Location	Function	Hours per Day	Hours per Week	Hours per Year	Position Title	Armed	Radio	English Language	Comments
GFC-01	Various	LGF Commander	8	40	1,928	Commander	Yes	Yes	1	0800-1600 x 5 days M-F; Holiday Off
SO-01	Various	Supervision	24	168	8,760	Supervisor	Yes	Yes	3	24 hrs x 7 days
SDU-01	Various	Surveillance Detection	24	168	8,760	SD Supervisor	Yes	Yes	2	24 hrs x 7 days
SDU-02	Various	Surveillance Detection	24	168	8,760	SD Specialist	Yes	Yes	No	24 hrs x 7 days
SDU-03	Various	Surveillance Detection	24	168	8,760	SD Specialist	Yes	Yes	No	24 hrs x 7 days
SDU-04	Various	Surveillance Detection	24	168	8,760	SD Specialist	Yes	Yes	No	24 hrs x 7 days
			72	504	26,280	Subtotal SD Specialists				
SO-02	Service CAC (Bronco)	Dispatcher	24	168	8,760	Sr. Guard	Yes	Yes	3	24 hrs x 7 days
SR-01	CMR	Supervisor	24	168	8,760	Sr. Guard	Yes	Yes	2	24 hrs x 7 days
			48	336	17,520	Subtotal Sr. Guard				
SO-03	CAC-1 (Service)	Access Control	24	168	8,760	Guard	Yes	Yes	2	24 hrs x 7 days
SO-04	CAC-1 (Service)	Access Control	24	168	8,760	Guard	Yes	Yes	No	24 hrs x 7 days
SO-05	CAC-1 (Service)	Access Control	10	50	2,410	Guard	Yes	Yes	No	0700-1700 x 5 days M-F; Holiday Off
SO-06	CAC-1 (Service)	Vehicle Screening	10	50	2,410	Guard	Yes	Yes	No	0700-1700 x 5 days M-F; Holiday Off
SO-07	CAC-2 (Employee)	Access Control	24	168	8,760	Guard	Yes	Yes	2	24 hrs x 7 days
SO-08	CAC-2 (Employee)	Access Control	24	168	8,760	Guard	Yes	Yes	No	24 hrs x 7 days
SO-09	CAC-2 (Employee)	Access Control	10	50	2,410	Guard	Yes	Yes	No	0700-1700 x 5 days M-F; Holiday Off
SO-22	CAC-2 (Employee)	Vehicle Screening	10	50	2,410	Guard	Yes	Yes	No	0700-1700 x 5 days M-F; Holiday Off
SO-10	CAC-3 (Consular)	Access Control	10	50	2,410	Guard	Yes	Yes	2	0700-1700 x 5 days M-F; Holiday Off
SO-11	CAC-3 (Consular)	Access Control	10	50	2,410	Guard	Yes	Yes	3	0700-1700 x 5 days M-F; Holiday Off
SO-12	CAC-3 (Consular)	Access Control	10	50	2,410	Guard	Yes	Yes	No	0700-1700 x 5 days M-F; Holiday Off
SO-13	CAC-3 (Consular)	Access Control	10	50	2,410	Guard	Yes	Yes	No	0700-1700 x 5 days M-F; Holiday Off
SO-14	Visa Lobby Area	Access Control	10	50	2,410	Guard	Yes	Yes	No	0700-1700 x 5 days M-F; Holiday Off
SO-15	ACS Lobby Area	Access Control	10	50	2,410	Guard	Yes	Yes	1	0700-1700 x 5 days M-F; Holiday Off
SO-16	NEC Roving Patrol	Perimeter Control	24	168	8,760	Guard	Yes	Yes	No	24 hrs x 7 days
SO-17	NEC Roving Patrol	Perimeter Control	24	168	8,760	Guard	Yes	Yes	No	24 hrs x 7 days
SO-23	NEC Roving Patrol	Perimeter Control	24	168	8,760	Guard	Yes	Yes	No	24 hrs x 7 days
SO-24	NEC Roving Patrol	Perimeter Control	24	168	8,760	Guard	Yes	Yes	No	24 hrs x 7 days
SO-18	Employee Vehicle Entrance	Vehicle Screening	10	50	2,410	Guard	Yes	Yes	No	0700-1700 x 5 days M-F
SO-19	ABMC Cemetery	Perimeter Control	15	105	5,475	Guard	Yes	Yes	No	1700-0800 x 7 days
SO-20	ABMC Cemetery	Perimeter Control	15	105	5,475	Guard	Yes	Yes	No	1700-0800 x 7 days
SO-21	DEA House	Access Control	10	50	2,410	Guard	Yes	Yes	No	0730-1730 x 5 days M-F; Holiday Off
SR-02	CMR	Access Control	24	168	8,760	Guard	Yes	Yes	No	24 hrs x 7 days
SR-03	CMR	Roving Patrol	12	84	4,380	Guard	Yes	Yes	No	1800-0600 x 7 days
			378	2,406	123,090	Subtotal Guard				
MP-01	Various	Mobile Patrol	12	84	4,380	Guard/Driver	Yes	Yes	No	1800-0600 x 7 days
MP-02	Various	Mobile Patrol	12	84	4,380	Guard/Driver	Yes	Yes	No	1800-0600 x 7 days
MP-03	Various	Mobile Patrol	12	84	4,380	Guard/Driver	Yes	Yes	No	1800-0600 x 7 days
MP-04	Various	Mobile Patrol	12	84	4,380	Guard/Driver	Yes	Yes	No	1800-0600 x 7 days
			48	336	17,520	Subtotal Guard/Driver				
			602	3,958	203,858	Total				

DEFINITIONS

Post number: Sequential number of post and alphanumeric identification of guard post using following key letters:

Key	Description	Key	Description
C	Chancery	R	Residence
W	Warehouse	G	GSO Facilities
M	Mobile Patrol	E	Chief of Mission Residence (CMR)
SD	Surveillance Detection	D	Deputy Chief of Mission Residence (DCMR)
U	Library	A	AID Facilities

Location: Description of post location

Function: Succinct description of primary job of post. Each function shall be described and correspond to a specific Post Order found in Exhibit B.

Hours per Day: Hours per day post is to be manned.

Hours per Week: Days per week post is to be manned. If not manned on a day the Embassy is closed, indicate in comment section.

Hours per Year: The following conventions are followed in figuring the hours per year:

- Guard Post manned 7 days a week are based on 365 days per year.
 $24 \text{ hours per day} \times 365 \text{ days per year} = 8,760$
 $12 \text{ hours per day} \times 365 \text{ days per year} = 4,380$
- Guard posts manned less than 7 days per week are figured as: Hours per day x Days per week x 52 weeks.
 $8 \text{ hours per day} \times 5 \text{ days per week} \times 52 \text{ weeks per year} = 2,080$
 $10 \text{ hours per day} \times 6 \text{ days per week} \times 52 \text{ weeks per year} = 3,120$
 $10 \text{ hours per day} \times 5 \text{ days per week} \times 52 \text{ weeks per year} = 2,600$
- When guard post is not manned on Embassy observed holidays, the gross hours (e.g. the 2,080 determined above) are reduced by the “holiday” hours figured as follows: Hours per day x number of observed holidays = hours to reduce
Example for 8 hour, 5 day, Embassy observes 20 holidays (10 U.S. and 10 Local)
 $2,080 - (8 \times 20) = 1,920$
Example for 10 hour, 5 day, Embassy observes 18 holidays (10 U.S. and 8 Local)
 $2,600 - (10 \times 18) = 2,420$

Position Title: Use the guard category that applies: guard, guard/driver, senior guard, SD specialist, SD supervisor, Detector Operator or supervisor. Title must match labor categories used in Section B as defined in Section C.

Armed: Indicate whether the position is armed – if guard force is totally unarmed this column may be deleted.

Radio: Indicate whether or not position requires a radio.

English Language: See H.5.1.1 for definitions of language proficiency. Note, level 1 is least proficient and level 4 the highest proficiency. The minimum proficiency levels should be determined based on local conditions. Depending on the nationality of the guard force it may be appropriate to specify both English and local language proficiency.

Comments: Include note if post is NOT manned on holidays and any other necessary specifics for a particular post. Posts that are required to use the GEMS scanners shall be so annotated.

EXHIBIT B

US EMBASSY PANAMA GUARD INSTRUCTIONS **GENERAL ORDERS AND POST ORDERS**

1. PURPOSE:

General Orders and Post Orders.

a. Definitions.

- “General Orders” means those instructions, directives and guidelines that apply to all guard personnel.
- “Guard Post” or “post” means a site or location where a guard is assigned for a specific period of time to perform p prescribed functions. One location may have more than one guard post. Thus, one site could have several guards assigned during the same time period. The number of guard posts, therefore, is the same number of guards assigned.
- “Post Orders” mean detailed instructions to persons assigned to a specific guard post.

b. General Orders and Post Orders. It is the responsibility of the Embassy to provide General Orders and Post Orders, revised in this document in Exhibit B. These orders shall be used and followed in the performance of this contract. The Contractor shall maintain a copy of the General and Post orders and relevant changes there to, at each post, in English and Spanish. Any request for changes to the orders shall be in writing and submitted to the COR for approval by the Contracting Officer prior to issuance of the revised order.

c. GENERAL ORDERS: General Orders for the guard force provide directions and instructions of general application to all members of the contractor. Each member of the guard force is responsible for being fully familiar with the General Orders. These orders will not be modified or revised without the written authority of the ***Contracting Officer Representative (COR)***, US Embassy Panama.

2. MISSION:

The primary mission of the local guard force is to provide protection for United States personnel and U.S. Government employees and to protect U.S. Facilities and equipment from damage or loss due to violent attack and theft. The local guards act as an early warning signal to the MSG on duty and the COR. The local guard force also will carry out specific actions as described in these orders and individual Guard Post orders in case of emergencies.

3. MANNER OF PERFORMANCE OF DUTY AND UNIFORM:

- ##### a.
- Guard personnel will be firm yet courteous, efficient and tactful at all times while in the performance of their duties. They will never engage in arguments with any person, and will refer disagreements and misunderstandings to their Supervisor and

- the COR. They must read, fully understand and comply with all General and Post Guard Orders.
- b. Guard personnel will at all times, maintain a neat and clean appearance and, while on duty, be fully dressed in the prescribed guard uniform and equipment. Guards will be subject to inspection at any time.
 - c. The local guards must not participate in or support any activities that would be disruptive to the performance of their duties or would decrease the efficiency of the overall guard force operations.
 - d. Guard personnel will perform only those security duties identified by the guard contractor and the COR. Guards will not perform any other non-security related or unauthorized functions during duty hours, i.e. gardening, housekeeping chores, maintenance duties, selling of tickets, or any other duty or act which distracts the guard from his/her intended purpose.
 - e. Where appropriate, guards will maintain a neat, orderly, legible fashion; all log books, ledgers, record books, incident reports, or any other written record of duties performed or of any security event.
 - f. Guard personnel will not offer or divulge any information about American Embassy operations or personnel to anyone. Report immediately to their Supervisor and the COR any attempt by individuals to solicit information regarding U.S. Government personnel or facilities.
 - g. The relief guard will take complete charge of duties from the guard he/she relieves; including the Post Log Books and all other equipment maintained at the post.
 - h. Guards will brief and pass on any special instructions to their relief guard concerning outstanding or significant events that occurred during the previous shift.
 - i. Guards will be alert to their surrounding area and report to the Senior Guard, Shift Commander or Supervisor any vehicles or individuals acting in a suspicious manner.
 - j. Guard personnel will control access to U.S. Government facilities and properties, protect life, maintain order, resist criminal attacks against Mission personnel, visitors, dependents and property, and resist any other form of violent attacks against same to include terrorist attacks all in accordance with Departmental and Mission policies.
 - k. Guard personnel will intercept, identify, and make the proper log entries for visitors and other appropriate persons to U.S. Government facilities. Further, guards will conduct inspections of persons, property, or vehicles, confiscate unauthorized items, and issue appropriate access control identification badges according to Departmental and Mission policies.
 - l. Guards will ensure that only authorized persons displaying a valid form of identification and legitimate visitors enter the area they are assigned to protect. Guards will not hesitate to challenge persons who do not have proper identification or who attempt to avoid specified access control procedures or policies.
 - m. Guard personnel will conduct periodic, non-routine inspections of their areas of responsibility and immediately report any unusual incident or circumstances, or emergency situation to the Senior Guard, Shift Commander or Supervisor, and the COR.
 - n. Guards will not leave their assigned post until a relief guard properly relieves them.
 - o. Guard personnel will maintain a high standard of professionalism while on duty. Guards will be polite and courteous in the performance of their duties. They will not use abusive language, be late for work, or be inattentive. Guard personnel will not

- act in any manner detrimental to the reputation of their company of the United States Government.
- p. Guard personnel at U.S. Government facilities must be able to demonstrate a working knowledge of Post's emergency action plans (fire, bomb, intruder, etc.). Basic training in emergency action response will be the responsibility of the contractor.
 - q. Guard personnel will comply with all orders or instruction given to them by the Senior Guard, Shift Commander, Supervisor and the COR.
 - r. Guards will not abuse their authority for personal or monetary gain.
 - s. Guard personnel will not gamble or engage in any illegal activity while on duty or while in uniform.
 - t. Guard personnel will not provide information about U.S. Government personnel or facilities to anyone without the specific approval of the COR.

4. STANDARDS OF CONDUCT:

- a. General and Post Orders: The local guards will follow the General Orders and Post Orders for each guard post.
- b. Report for Work: Guard personnel will be punctual in reporting for duty at least 15 minutes prior to the start of each shift. During this time, the guards will participate in Roll Call Training as directed by the Shift Commander. The oncoming reliefs will arrive on time to ensure their presence at the assigned posts.
- c. Honesty: The guards will not remove any item from an office, room, residence or compound, except under the instructions of his/her supervisor, or the COR.
- d. Proper Use of Official Time: Guards will remain alert at all times. They will nap or sleep on post, engage in personal conversations in person or on the phone, read personal materials, watch TV or attend to any other personal business during duty hours.
- e. Responsibility for Assigned Uniforms and Equipment: The guards are responsible for the uniforms and equipment assigned to them and for the property and real items in their custody. The guards will wear clean, neat and complete uniforms while on duty.
- f. Support of the U.S. and Host Government Relations: The guards must not become involved in any activities which would prompt public criticism, or cause discredit or interference with U.S. – host Government Relations.
- g. Personal Activity on Post: The guards will not engage in any unofficial business on post; i.e. soliciting, canvassing, peddling, sales promotion of a commercial item, loan money for interest and etc.
- h. Sexual Harassment: Guard personnel will not engage in any conversation or activity, which may be interpreted, as sexual harassment against members of the opposite sex.
- i. Countermanding of Orders: Any countermanding of orders by anyone other than the COR or his designated representatives, must be reported to the Guard Supervisor and the COR.
- j. Guard Post Bound Logs: To maintain the Post Log upon assuming duty, during the time assigned, and at the time of relief as prescribed in the General Orders.
- k. Incident Reports: To prepare immediately an incident report after observing a security incident. The incident report is given to the Shift Commander or Supervisor during post inspection.

- l. Report to the COR: To report immediately to the COR through the Senior Guard, Shift Commander or Guard Supervisor any attempt to elicit information regarding any mission employee or family member.
- m. Surveillance Detection: Guards will be aware of and attempt to detect surveillance directed at the U.S. Government facilities and personnel. If surveillance is detected, the information will be entered in the logbook and an incident Report will be prepared. The supervisor and COR will be notified immediately.
- n. ***Under the influence of drugs and or alcohol while on post: Guards will not engage in any use of drugs or alcohol while on duty and will not report for duty if under the influence of drugs or alcohol.***

5. POST LOGS:

Each guard post is provided with a Post Log. Post Logs provide specific instructions relative to the guard service to be provided at the guard post. It is the responsibility of each guard assigned to maintain the Post Log in the following manner:

- a. Upon assuming the duty the guard must enter the time, date and his/her name.
- b. Upon assuming duties at a post, the relief guard will inspect all equipment assigned to that post. Any equipment missing or damaged will be noted in the post log and reported to the COR, and an incident report prepared.
- c. Any event of a security nature will be log into the post log, indicating the exact time.
- d. If at any time a guard is relieved on post for any reason, the guard assigned in relief must enter the time, his/her name and the reason for relief.
- e. Guards will not falsify or unlawfully conceal, remove, mutilate or destroy any official document such as Post Logs or Incident Reports.

6. RESPONSIBILITY OF THE SHIFT SUPERVISOR:

The Shift Commander/Supervisor is responsible for assuring the Post Logs are properly maintained and that all appropriate entries are made in accordance with the foregoing instructions. At such time that the Shift Supervisor visits a guard post he must:

- a. Inspect the guard post.
- b. Examine the Post Log.
- c. Enter the time and his/her name attesting that the post inspection occurred.
- d. Ensure that any incident is properly documented in the Post Log and that an Incident Report is filled out and sent to the COR.

7. SALUTE:

Guard Personnel are not to salute pedestrians or vehicles with the exception of the Ambassador, the DCM and officials in military uniform.

8. IDENTIFICATION OF PERSONS:

All staff members or employees of the Embassy are required to show proper identification or authorization before being permitted to the any mission facility. Once the person has

entered the facility their identification must be displayed and visible at all times. Proper Identification to any mission facility will be one of the following:

- U.S. Embassy Panama ID Card (GLID) (Blue or Yellow)
- Department of State GLID Smart Card (Blue or Yellow)

Other forms of identification that may be presented to the guards for access to mission facilities are listed below. The guard must have an approved access memo from the COR, receive approval from Bronco (NEC) or receive approval from Post One (NEC) to allow an individual to enter using one of the following forms of identification. Once they enter using these types of ID's they will need to be issued a visitor badge from either Post One (NEC) or Bronco (NEC):

- U.S. Diplomatic Passport (Black)
- U.S. Official Passport (Brown)
- Valid U.S. Military ID Card
- Valid Department of Defense (DoD) Dependent ID Card

Any person without an ID card or a person in possession of a card which differs from those listed in above will be required to furnish the guard with the name of the person they wish to visit. The guard will verify that he/she has an approved access memo from the COR and call the employee they are visiting. If the guard has no approved access memo on that person, he/she will contact Post One (NEC) or the COR (NEC) to verify their need to access the facility.

9. TELEPHONE AND RADIO COMMUNICATIONS:

- a. The guard while on duty and handling official telephone calls or inquiries will be courteous and polite and assist the caller if possible. All official information calls and inquiries will be referred to the proper person or the Marine Security Guard (MSG) on duty.
- b. The telephones located on guard posts and radios issued to the guards or the guard posts, will be used for official business only.

10. REMOVAL OF GOVERNMENT PROPERTY:

The guards will be observant of all employees or visitors departing the Embassy compounds/facilities to prevent unauthorized removal of any U.S. Government property. A memorandum signed by the American supervisor will properly authorize any property being removed from the Embassy or other official facilities by Foreign Service Nationals or Third Country Nationals. The memorandum will be retained by the guard and delivered to the Shift Commander or Supervisor at the time of his/her next post inspection.

11. DEADLY FORCE:

- a. The use of a firearm is authorized as a last resort to protect the guard's life or life of another person.

- b. In the event that an intruder or other unauthorized individual breaches the perimeter of any USG building, the guard will shout a warning or apply such non-lethal force as are necessary to force the withdrawal or apprehension of the individual. If is obvious to the guard that the intruder is armed with a deadly weapon and intends to inflict serious bodily injury or harm to the guard or other persons, and is in fear of his life or the life of others, then application of deadly force may be permitted. A guard's issued firearm(s) will not be used against fleeing intruder who does not pose an immediate threat to the guard or other persons. Guards will, under no circumstance, permit the handling of issued weapons by unauthorized persons. The only other persons authorized to handle a guard's issued weapon are shift supervisors, MSGs, CORs and RSO investigators and in some cases, local police. Further, all weapons must remain under constant guard control at all times. Under no circumstances will a guard force member fire warning shots. All weapon discharges will be reported to the MSG, shift supervisor and COR, and the guard will maintain his post until the appropriate personnel have conducted a preliminary comprehensive investigation.
- c. The following personnel may order the guards to use deadly force during an emergency situation: The Chief of Mission, the Deputy Chief of Mission, and the COR. If such an order is lawfully given, and the threat of serious bodily harm is present, the guards will note the immediate surroundings and take appropriate actions (not firing vs. firing), if the area adjacent to the emergency situation is not clear.

12. PROCEDURE INVOLVING THE DISCHARGE OF A WEAPON

- a. Any weapon discharge will be reported immediately by the guard discharging a weapon or hearing the gunshot to the Command Center, who will in turn, notify the MSG on duty and COR.
- b. The shift supervisor will immediately proceed to the site where the discharge occurred and assist in the investigation of the same. All witnesses to the incident will be interviewed by the shift supervisor and will remain at the site until local police and/or the COR arrives on the scene.
- c. If a guard is involved in the incident and discharges his weapon(s), the shift supervisor will provide an additional relief to replace the guard involved in the shooting, who will then be interviewed by the COR.
- d. All guards will report hazardous or potentially hazardous conditions that may lead to personal injury, death, or damage to property. These will be reported to the COR immediately.

13. VISITORS CARRYING WEAPONS

- a. In the event a visitor is found carrying a firearm of any kind, the guard will instruct the visitor to move to the weapon's clearing barrel and observe as the visitor safely unloads his weapon ensuring that the muzzle is pointed in a safe direction. The process should be repeated when the visitor departs the building.
- b. Under no circumstances will the guard unload or load weapons not issued to him, or receive a weapon with the chamber or cylinder closed – so as not be able to clearly

see the barrel and breech. Once a weapon has been visibly and physically inspected by the owner, a safe and unloaded weapon can be handed to the local guard who will then secure the firearm in a locked weapons box at his post. The guard will issue the visitor a numbered hand receipt, which the visitor will need to produce in order to retrieve the weapon.

- c. Guards are prohibited from handling weapons other than placing them in a weapons box and retrieval.

14. PACKAGE AND LETTER CONTROL DURING WORKING HOURS

- a. Packages and letter will be accepted only in the main entrance of the Embassy or building, during working hours, and only by the person the package is addressed to. Under no circumstance will guards personally receive a package or letter unless specifically authorized by the COR. No other post has the authorization to receive packages unless directed so by the COR.
- b. Before accepting a letter or package, during normal working hours, the person to whom it is addressed will be located to find out if he/she is expecting a package or letter.
- c. If the addressee confirms the letter/package is expected, the delivery person must be properly screened and identified, and escorted into the building. If the person whom the package is addressed to denies knowledge of the item, the following procedure will be followed:
 - Attempt to identify the package/letter sender.
 - Contact the COR or MSG for pertinent information.
 - Do not attempt to open the item or view its contents.
- d. If the package is unexpected or unknown to Embassy personnel, the guards will instruct the delivery person to return the item to the sender. The guards will contact the MSG, shift supervisor, and COR if the person making the delivery refuses to leave with the package/letter.

15. PACKAGE AND LETTER CONTROL AFTER WORKING HOURS

The guards will not accept any package or letter delivered after hours without the express authorization of the Ambassador, DCM, or COR. In case of exigent circumstances, the guard should contact the shift supervisor, COR or MSG to request specific instructions as to how to proceed with the package/letter.

16. EMERGENCY SITUATIONS

- a. In the event of a demonstration or potential hostile action against a USG building or one of its employees or dependents, the guards will notify the MSG on duty and the COR immediately.

- b. Should a mob or demonstration gather near the Embassy, the guards will immediately notify the shift supervisor, MSG, and COR, and prepare to take the necessary precautions at the perimeter access points and perimeter fence. Guards will follow the emergency procedures outlined in the Post orders in order to be fully prepared for any developing incident.

17. BOMB THREATS

- a. If bomb threat information is developed or a package or suspicious device is located **DO NOT TOUCH IT!** The guard will follow the procedures:
 - Turn off radio
 - Notify the shift supervisor, MSG or COR
 - Fill out an incident report
- b. If the guard receives a bomb threat via telephone, he/she will immediately follow the guidelines for “Telephonic Bomb Threat” that should be posted next to the phone.

18. CHEMICAL AND/OR BIOLOGICAL

All guard personnel shall stay on alert for indications of Chemical and/or Biological Attack or Agent, which could include the following:

- Unexplained dead or dying animals in the area
- Unusual liquid sprays or vapor or suspicious devices
- Unexplained droplets or oily film on surfaces
- Unexplained odors of low flying clouds/fog unrelated to weather
- Individuals displaying symptoms of nausea, difficulty of breathing, convulsions, disorientation, blisters, rashes.
- Unexplained casualties

If any condition mentioned above is identified, the guard must immediately put on his/her Quick 2000 Escape Mask, clear the area and notify the COR. If this type of attack occurs the guards need to know how to quickly put on their mask to protect their lungs and air way while still providing security in the area of responsibility All guard posts should have a Quick 2000 Escape Mask and all guards are required to attend the Chem/Bio – Quick 2000 Mask training (given by the COR) prior to assuming any post.

POST GUARD ORDERS

Post: GFC-01
Location: All Posts
Hours: 0800-1600/ Monday - Friday (Holidays off)
Duty: Guard Force Commander
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for providing security control to all contract guard elements at the US Embassy in Panama City.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties as the Guard Force Commander.
3. SCOPE.
 - a. GFC-01 provides oversight of all guard elements at the U.S. Mission.
 - b. Supervise all Local Guard (LG) personnel in Panama, to include shift supervisors, senior guards and guards.
 - c. Ensure all General and Post orders are adhered to, and that modifications to these orders are effected as needed.
 - d. Review and forward to the COR on a timely basis all Incident Reports and ensure corrective action of follow up is accomplished as appropriate.
 - e. Ensure the 24/7 shift supervisor inspection and control system is functioning properly.
 - f. Conduct personal inspections of posts in Panama City.
 - g. Promptly informs the COR of any security incident occurring within or affecting the U.S. missions in Panama.
 - h. In conjunction with the COR, plan and execute the guard coverage for all official mission receptions, VIP visits, and other special events requiring supplementary or exceptional guard coverage and billing.
 - i. Plan and execute the movement of individual guards within Panama City so as to ensure appropriate coverage of all guard functions and posts regular duty operations, supplementary or emergency requirements, and vacation schedules.
 - j. Make recommendations to the COR for changes to the guard coverage or specific post instructions as appropriate.
 - k. Ensure all guards are appropriately trained prior to assuming duty and that recertification training is conducted as appropriate.
 - l. Ensure that all entry control, security and detection equipment and related material used by the LGF are properly inventoried and functioning correctly. Report any discrepancies or deficiencies to the COR.
 - m. Ensure that LFG uniforms, communications equipment, vehicles and related material are inventoried, employed, maintained and reordered as appropriate.
 - n. Maintain an active list of individuals capable of serving as temporary guards to the guard force as necessary.
 - o. Coordinate adherence by all LGF personnel to Panamanian Labor Law and Social Security requirements with regard to medical controls and check ups.
 - p. Counsel LGF personnel as appropriate concerning duty performance.
 - q. Recommend disciplinary action against LGF personnel as appropriate and ensure

any disciplinary action decided upon is promptly implemented.

- r. Monitor on a regular basis the daily calibration, the daily, weekly and monthly preventative maintenance of the Itemizers, vapor tracer, and X-Ray machines. Immediately notify COR concerning problems with the same.

4. EQUIPMENT.

- a. Maintain computerized work files for monthly planning schedule, hourly work sheets, medical visits vacation schedules, and movement orders.
- b. Maintain computerized listing of post instructions and modifications, operational memorandums, and equipment and uniform inventories.

5. DUTIES.

- a. Operationally responsible for the proper functioning of the Local Guard Force (LGF) Company, to include all guard posts at all mission facilities throughout Panama, covering both Panama City and those posts located elsewhere in Panama.
- b. Ensure that all logbooks at all posts are complete and accurate.
- c. Ensure that a written record is made of any incident.

Post: SO-01
Location: All Mission Facilities Guard Posts
Hours: 24 hours / Monday – Sunday (including holidays)
Duty: Guard Force Shift Supervisor
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for proving security control to all contract guard elements at the US Embassy in Panama City.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties as the Shift Supervisor.
3. SCOPE.
 - a. SO-01 provides oversight of all guard elements at the U.S. Mission.
 - b. The supervisor who works as shift supervisor will concern himself only with supervision and oversight of all guard elements.
 - c. The supervisor will control all guard schedules and assignments, guard equipment and personnel.
 - d. The supervisor will ensure proper radio communication conducting a check at the beginning of his shift.
 - e. The supervisor will implement all orders received from the local guard project manager and COR at the beginning of each shift.
 - f. The supervisor will not abandon his post or shift unless properly relieved at the end of his work shift, or at the discretion of the project manager or COR.
4. EQUIPMENT.
 - a. Each supervisor will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memoranda issued by the local guard or embassy staff.
 - b. Each supervisor will ensure that their individual equipment is functional prior to assuming Post SO-01.
 - c. The supervisor will conduct a radio check of assigned radio.
 - d. Supervisor will maintain a daily record log book and a supply of Incident Report Forms on post.
5. DUTIES.
 - a. The primary responsibility of the supervisor at this post is the protection of personnel and property. During business hours the supervisor is also responsible for directing official visitors. In case of problems the supervisor will contact the radio dispatcher.
 - b. All supervisors will be courteous and offer assistance when appropriate.
 - c. The supervisor will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Supervisor will initiate radio check with Bronco every hour.
 - e. Supervisor will advise Bronco or the project manager of any problems encountered during tour of duty.
 - f. During walk through of assigned area, if they notice any suspicious activities or persons loitering near vehicles of embassy personnel, the supervisor will notify Bronco immediately. Whenever possible, the supervisor will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report and turned into Bronco.
 - g. The supervisor will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.

Local Guard Force Solicitation

- h. If during tour of duty the supervisor encounters a person with an aggressive attitude or disposition, the supervisor will call Bronco for assistance. At no time will the supervisor enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the supervisor will be referred to Bronco.
 - i. Ensure all posts are manned, maintaining proper logs, properly equipped and ready for duty.
- 6. Any questions to these Guard Orders should be directed to the COR, or local guard Project Manager.

Post: SDU-01, SDU-02, SDU-03, SDU-04
Location: Designated Blue Zones of Coverage
Hours: 24 hours per day / Monday – Sunday (including holidays)
Duty: Surveillance Detection
Weapons: None

C.1.6.1.2 Details:

Zones of coverage: The COR or SD senior specialist will provide routine (not predictable) coverage of selected resources ie. The Ambassador or Consul General's routine travel, the Embassy/Consulate, CMR, and other official facilities.

Duration of operation: The contractor should provide coverage as directed by the COR.

Personnel: Employees shall work in civilian attire. Contractor must provide three surveillance security specialists and one senior (shift leader) security specialist per shift when more than three security specialists are working. Team members should reflect the demographics of the operating environment. There should be a vetting/screening of potential SD members. COR or his/her representative will interview one-on-one each potential member. COR reserves the right to make the final determination of SDT members. Team members should have language levels of 1 as defined in H.5.1.1.

Equipment: Contractor should provide a reliable vehicle that will blend with the area. Contractor should also provide bicycles, which are not the same, and radios for the SD specialists. The USG will provide binoculars, a digital camera, micro-cassette recorders, backpacks, and cellular phones (total of ten, every SD specialist on duty will have a phone). The USG will also provide a computer, printer, scanner, and software to maintain a database. COR will also provide remote duck and cover devices to be used in key locations as an early warning system, in the event of an attack or threat. See Exhibits D and E.

Teams: Reflect the local demographics, three surveillance detection specialists and one senior security specialist per shift. Coverage shall be 24/7.

C.1.6.1.3. Methods: The SD team will be flexible and adapt to their individual operating environment. Mobile SD operations are good for areas not supporting static observation. However, the SD Senior Specialist must ensure that the SD team does not become a "roving patrol", routinely and predictably driving through and around a location. Mobile in this context does not necessarily mean using a vehicle. It can include foot operations, bicycle operations or other forms of transportation. The key for a successful mobile operation is to efficiently maintain cover for the movement.

All covered positions will be approved by COR prior to being executed or deployed. Any position dealing with cash operations will also be pre-approved by the COR. COR and the SD supervisor will conduct a cash audit on a monthly basis ensuring proper accountability of all funds dealing with the SD teams.

Fixed operations include Business cover: A team may decide to establish a business as a cover but prior approval must be established through the COR. Business covers could be shoeshine stands, street vendor, street translator, etc. All business covers will require, in addition to COR approval, an operation orders and SOP established guidelines.

Post: SO-02
Location: New Embassy Compound Building Radio Dispatch Booth (Bronco)
Hours: 24 hours per day / Monday – Sunday (including holidays)
Duty: Communication and coordination between the Local Guard Force (LGF), COR and other mission members.
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for providing security to the New Embassy Compound (NEC) Compound Access Control (CAC) Bronco.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the New Embassy Compound Service CAC (Bronco).
3. SCOPE.
 - a. The guard radio dispatcher inside Bronco will provide overall communications coordination between the Local Guard Force (LGF) and U.S. Mission personnel. The guard radio dispatcher will serve as a central information collection center and disseminate information to Marine Security Guards (Post 1), guard force elements, and COR. The radio dispatcher will use the designated call sign, “BRONCO”, for all radio transmissions.
 - b. BRONCO is the contract guard security command center. The guard radio dispatcher will initiate a radio check with all guard positions daily, from 1800 until 0600. The guard radio dispatcher will coordinate guard relieves for guards, relay all information between guard posts and share information between contract guard management, COR and Post 1.
 - c. The guard radio dispatcher will utilize communications media; radio, telephone, and public address systems, to establish contact with all guard elements associated with the U.S. Mission.
 - d. The guard radio dispatcher will relay information involving US Mission personnel and buildings to the appropriate guards posts and Embassy security elements. The radio dispatch room will serve as a central communications center to relay information to the LGF in the event of civil unrest, demonstrations and emergencies.
 - e. The guard radio dispatcher will contact the Panamanian National Police, the Panamanian Fire Department, Transit Police and other Panamanian government agencies in cases of emergencies requiring assistance from these agencies or when directed by COR.
 - f. The guard radio dispatcher will contact the Panamanian National Police when a Mission member calls requesting assistance from the LGF and relay the location of the Mission member for appropriate police response.
 - g. The guard radio dispatcher will initiate a test of the Duck and Cover alarm every Friday of each week. He/she will also ensure all remote duck and cover devices are tested as well.
 - h. The guard radio dispatcher will process requests for access to Mission buildings received by electronic mail. The guard will ensure that access request information, including names and times, is passed to the appropriate parties.
4. EQUIPMENT.
 - a. The guard radio dispatcher will carry standard issued equipment during tour of duty. The guard radio dispatcher will ensure that their individual equipment is functional prior to assuming radio dispatcher duties.
 - b. The guard will ensure that all equipment in the radio dispatch room is fully operational at the start of his shift.
 - c. The guard radio dispatcher will maintain a daily logbook and keep a supply of Incident Report Forms on hand.

- d. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memorandums issued by local guard or embassy staff.
 - e. Bronco will maintain enough Quick 2000 Escape Chem/Bio masks for him/herself and all surrounding posts inside the building.
 - f. All remote duck and cover devices will be turned back into Bronco at the end of each shift.
5. DUTIES.
- a. The primary responsibility of the guard radio dispatcher is security communications coordination and dispatching of all COR approved access requests. The guard radio dispatcher will be courteous and treat all persons with respect. The guard radio dispatcher must be fluent in Spanish and English.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Guard will initiate radio check with Bronco every hour.
 - e. The guard will ensure a written record is made of all incidents.
 - f. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - g. The guard radio dispatcher will keep an accurate logbook with all events recorded, including time and date.
 - h. The guard radio dispatcher will brief his relief guard, prior to the end of his tour of duty, of all continuing significant events and other important information.
 - i. The guard will sign in and sign out the cashier's key every day. The guard will ensure this is logged into his/her log book each time.
6. Any questions to these Guard Orders should be directed to the COR or the local guard Project Manager.

Post: SR-01, SR-02, SR-03
Location: Ambassador's Residence (CMR)
Hours: SR-01, SR-02: 24 hours per day / Monday – Sunday (including holidays)
SR-03: 1800hrs – 0600hrs / Monday – Sunday (including holidays)
Duty: Provide Security to the Ambassador's Residence
Weapons: .38 Caliber Revolvers with 18 Rounds; Shotgun 10 rounds

1. PURPOSE. To establish procedures for providing security to Ambassador's Residence.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the Ambassador's Residence.
3. SCOPE.
 - a. The tour of duty for SR-01, SR-02 and SR-03 is as stated in Schedule A of this contract. The Residence Senior Guard (SR-01) will be responsible for the performance of all the Residence security guards, and he will ensure that all comply with the General and Post Orders. The Senior Guard will report all activity to the Shift Supervisor.
 - b. The Residence CAC guards will control the entrance of all personnel who are authorized to enter the residence.
 - c. The guard will make log entries and note all personnel that enter the Residence, entering their name, hour of entry and departure.
 - d. The guard house guard will control the barrier and electric gate and alarm system. This guard will inform the proper guards at the back of the Residence when an alarm is activated.
 - e. The guard house guard will control the entry of any person who is not an Embassy employee in the following manner.
 - (1) If a person wants to leave a package or correspondence, the guard will indicate that they should go to the Chancery (the only place where correspondence is received) with the exception of a previous authorized by the Ambassador or the COR.
 - (2) When it is a person or company that comes to do work and the guard does not have an approved access request form for the COR, the guard must notify the Supervisor and he must notify the COR to obtain authorization for entry; these visitors must be escorted by a GSO employee who will supervise the work.
 - (3) If it is a visitor that the Ambassador is expecting, the Supervisor will be notified as a security measure; upon the visitor's arrival he will be allowed entry and the butler will be informed of the presence of the visitor.
 - (4) When there are receptions or other events, the guard house guard will have a list sent by the COR which he/she will check the guests against the list. Generally guests enter by the main upper level gate; another guard will be at the lower level gate controlling caterers, newspapermen, photographers and others who are properly identified and authorized to enter and who are on the respective guest list.
 - f. The guard house guard must concern himself with the security of the area around the guard house, which is the front part of the Residence, checking and watching the passage of pedestrians and vehicles which may be suspicious.
 - g. The guard house guard will be alert for any emergency that might occur. The existing orders for these are: first, inform the Supervisor immediately or the COR of the event and in case of alert, activate the alarm, which will sound in the Residence. The alarm will be activated for robberies, attacks, fires, etc. In case of fire or attack the guard will proceed according to instructions, reassuring the protection of the Ambassador and his family.

- h. The CAC guard will be alert to the signal of the Ambassador's driver to open the gate so he can pass, being alert to the area and to strange vehicles and persons around the entrance. At the same time the car enters he will activate the bell to advise the domestic employees of the Residence that the Ambassador is arriving so they can receive him at the door.
- i. The CAC guard must inspect all packages or bags that the domestic or gardening personnel carry with them when they are entering and leaving the Residence. Any person or vehicle that has been doing work in the Residence must be inspected upon departure.
- j. The guards posted around the Residence perimeter will have the following duties:
 - (1) They will control and watch their corresponding area of the Residence surroundings.
 - (2) These guards will be alert to calls by the CAC guard when the alarm is activated (if it corresponds to his area) going to the alarm point and reporting anything that is happening.
 - (3) Control the keys for the garden fence and tennis court.
 - (4) The guard in the area of the principal CAC, will be in charge of the entry of vehicles only when orders are received from the Shift Supervisor or the COR in cases of visits or receptions. He will be alert to the area that adjoins the street and the Social Security Hospital.

4. EQUIPMENT.

- a. Each guard will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memoranda issued by contract guard or embassy staff.
- b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming Post.
- c. The guard will conduct a radio check of assigned radio.
- d. Guard will maintain a daily record log book and a supply of Incident Report Forms on post.
- e. Each guard should have near him/her at all times a Quick 2000 Escape Chem/Bio mask issued by the COR in the event of a Chem/Bio attack on the residence.

5. DUTIES.

- a. The primary responsibility of the guard at this post is the protection of personnel and property. During his tour of duty the guard is also responsible for directing official visitors. In case of problems the guard will contact the Supervisor or radio dispatcher.
- b. All guards will be courteous and offer assistance when appropriate.
- c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
- d. Guard will initiate radio check with Bronco every hour.
- e. Guard will advise Bronco or the supervisor of any problems encountered during tour of duty.
- f. During walk through of assigned area, if they notice any suspicious activities or persons loitering near vehicles of embassy personnel, the guard will notify Bronco immediately. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report and turned into Bronco.
- g. During roving patrols of the grounds the guard conducting the rove will be armed with a loaded shotgun. The guard should exercise caution where he/she steps, the grounds contain several types of venomous/deadly snakes.

Local Guard Force Solicitation

- h. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - i. If during tour of duty the guard encounters a person with an aggressive attitude or disposition, the guard will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the guard will be referred to Bronco.
- 6. Any questions to these Guard Orders should be directed to the COR, or contract guard Project Manager.

Local Guard Force Solicitation

Post: MP-01, MP-02, MP-03 and MP-04
Location: All residential properties
Hours: 1800 – 0600 / 7 days a week including holidays
Duty: Mobile Patrol – Reaction Team
Weapons: .38 Caliber Revolvers with 18 Rounds; Shotgun 10 rounds

1. PURPOSE. To establish procedures for providing security by performing duties as Mobile Patrol - Reaction Team.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties as Mobile Patrol - Reaction Team.
3. SCOPE.
 - a. MP-01, MP-02, MP-03 & MP-04 provides security of all residences of the diplomats that work in the American Embassy.
 - b. The guards who work as Mobile Patrol - Reaction Team will respond to any post where local guards are posted.
 - c. The Mobile Patrol - Reaction Team must be alert to any call from Radio Dispatch or the Marine Guard at the Chancery concerning any emergency at a post or at the residences of the Americans working at the Embassy.
 - d. Upon being called, the MRT will provide assistance to any American affiliated with the Embassy or official vehicles of the same in case they are involved in a traffic accident in the city. The MRT will control the traffic around the accident until the public authorities (Transit Police) arrive and/or will look for medical assistance for those injured. The MRT's will function as an official contact with public authorities on behalf of the Embassy until they receive instructions from the Supervisor or Post One.
 - e. The MRT's must be responsible for the MRT vehicle. At the beginning of the shift they will verify the condition of the vehicle, fuel, tires, oil, water, equipment, etc. by filling out the vehicle control form.
 - f. In case of demonstrations or emergency, he must notify the Shift Supervisor and Office of Security immediately.
 - g. MP-01, MP-02, MP-03 & MP-04 will be manned during times specified in Exhibit A of the contract. Guards will not leave their post unless properly relieved.
4. EQUIPMENT.
 - a. Each guard will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memoranda issued by local guard contractor or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming Post MP-01, MP-02, MP-03 & MP-04.
 - c. The guards will conduct a radio check of assigned radio.
 - d. Guard will maintain a daily record logbook and a supply of Incident Report Forms on post.
5. DUTIES.
 - a. The primary responsibility of the guard at this post is the protection of personnel and property. In case of problems the guard will contact the Supervisor or radio dispatcher.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Guard will initiate radio check with the command center every hour.

- e. Guard will advise Bronco or the supervisor of any problems encountered during tour of duty.
 - f. During driving through assigned area, if they notice any suspicious activities or persons loitering near vehicles of embassy personnel, the guard will notify Bronco immediately. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report and turned into Bronco.
 - g. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - h. If during tour of duty the guard encounters a person with an aggressive attitude or disposition, the guard will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the guard will be referred to Bronco.
 - i. MRT will use the GEMS in order to keep a record of all facilities patrolled.
6. Any questions to these Guard Orders should be directed to the COR, or local guard Project Manager.

Post: SO-03, SO-04
Location: CAC Service – New Embassy Compound
Hours: 24 hours per day / Monday – Sunday (including holidays)
Duty: Access Control and vehicle screening
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for guard positions at the New Embassy Compound (NEC) Compound Access Control (CAC) Service screening area.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the New Embassy Compound Service CAC.
3. SCOPE.
 - a. SO-03 and SO-04 tour of duty is as stated in Schedule A of this contract. Duties are to provide access control into the NEC at the Service CAC by carefully screening all APO visitors, vendors, vehicles and packages.
 - b. The guard will ensure that no more than seven (7) visitors are in the screening area at any given time.
 - c. The guards will ensure that all visitors pass through the walk through metal detector (WTMD) and that all packages carried by visitors, including brief cases and purses, are checked thoroughly and will ensure that firearms, radios, calculators, beepers, cellular phones, and other prohibited items not enter the building. The guard will issue a receipt for those prohibited items that will remain at the guard post until the visitor leaves.
 - d. The guard who works the NEC Service CAC is in charge of searching all GOV and vendor vehicles as they enter the CAC, except those of the Ambassador, DCM and MSG. Although the above-mentioned cars will be allowed to initially enter without being searched; they WILL be searched after the occupants have departed the vehicle and entered the building. The car should not be searched up near the building at the drop off point; it should be back up near the CAC and away from the building prior to the search being conducted.
 - e. In case a vehicle that does not belong to the Embassy has to enter the grounds, the guard will search the vehicle then allow such entry if he has the previous authorization from the COR.
 - f. One of the guards will verify all occupants of the vehicle and will allow access in the vehicle screening point (sally port). The guard will then conduct a second check verifying each and every occupant inside the car, van, truck prior to the cars entry into the sally port. If the cars windows are too dark to see through the guard will instruct the driver to lower the windows so each person inside may be identified.
 - g. Once a car has been cleared to enter the sally port (area inside the CAC and before the delta barrier – the search area) the guard will instruct the car when to stop. Once stopped the guard will ensure the driver first SHUTS OFF THE ENGINE, releases the hood latch and opens the trunk. The guard will then conduct a proper search of the vehicle to include the engine compartment and trunk compartment. If an item (i.e. bag, box, purse) is found in the trunk the guard will first ask the driver if the item belongs to him/her, if so the guard will not open or search this item, if not it should be treated as a suspect package. The guard should utilize the round mirror installed on the edge of the CAC's roof to properly clear the tops of all tall vehicles (i.e. vans, suburban).
 - h. The guard on the outside of the CAC should at all times have a remote duck and cover device on his/her person. The guard should activate this device if an immediate threat or attack presents itself.
 - i. The guard inside the guardhouse must be alert at all times to the entry and departure of vehicles and people.

- j. He must handle the controls for the gate and the ramp and at the same time he will receive and note in his log the personal data of the contractors that are authorized to enter the rear gate.
 - k. In case of demonstrations or emergency, the guard will notify the Shift Supervisor and Office of Security immediately. All guards inside the Employee CAC will know the location of the duck and cover button and when/how to use it.
 - l. Guards will not leave their post unless properly relieved.
 - m. The guard will treat all visitors with courtesy and respect and will ensure an efficient flow of visitors into the NEC.
4. EQUIPMENT.
- a. Each guard will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memoranda issued by contract guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming Post SO-03 or SO-04.
 - c. The guard will conduct a radio check of assigned radio.
 - d. Guard will maintain a daily logbook and a supply of Incident Report Forms on post.
 - e. All guards will maintain a Quick Escape 2000 Chem/Bio mask near their post in the event of a Chem/Bio attack on the facility.
5. DUTIES.
- a. The primary responsibility of the guard at this post is the protection of personnel and property. The guard will contact the Guard Supervisor or radio dispatcher (Bronco) if unusual problems are encountered.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Guard will initiate a radio check with Bronco every hour.
 - e. Guard will advise Bronco or the Guard Supervisor of any problems encountered during tour of duty.
 - f. If a guard at any time has a question regarding if a person should or should not be allowed entry, the guard should call the office the person wishes to visit or the COR for guidance.
 - g. During walk through of assigned area, the guard will notify Bronco immediately if they notice any suspicious activities or persons loitering near vehicles of embassy personnel. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report to Bronco.
 - h. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - i. If during tour of duty the guard encounters a person with an aggressive attitude or disposition, the guard will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the guard will be referred to Bronco.
6. Any questions to these Guard Orders should be directed to the COR or the Project Manager.

Post: SO-05, SO-06
Location: CAC Service – New Embassy Compound
Hours: 0700 – 1700 / Monday – Friday (holidays are off)
Duty: Access Control and vehicle screening
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for guard positions at the New Embassy Compound (NEC) Compound Access Control (CAC) Service screening area.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the New Embassy Compound Service CAC.
3. SCOPE.
 - a. SO-05 and SO-06 tour of duty is as stated in Schedule A of this contract. Duties are to provide access control into the NEC at the Service CAC by carefully screening all visitors, vendors, vehicles and packages.
 - b. The guard will ensure that no more than seven (7) visitors are in the screening area at any given time.
 - c. The guards will ensure that all visitors pass through the walk through metal detector (WTMD) and that all packages carried by visitors, including brief cases and purses, are checked thoroughly and will ensure that firearms, radios, calculators, beepers, cellular phones, and other prohibited items not enter the building. The guard will issue a receipt for those prohibited items that will remain at the guard post until the visitor leaves.
 - d. The guard who works the NEC Service CAC is in charge of searching all GOV and vendor vehicles as they enter the CAC, except those of the Ambassador, DCM and MSG. Although the above-mentioned cars will be allowed to initially enter without being searched; they WILL be searched after the occupants have departed the vehicle and entered the building. The car should not be searched up near the building at the drop off point; it should be back up near the CAC and away from the building prior to the search being conducted.
 - e. In case a vehicle that does not belong to the Embassy has to enter the grounds, the guard will search the vehicle then allow such entry if he has the previous authorization from the COR.
 - f. One of the guards will verify all occupants of the vehicle and will allow access in the vehicle screening point (sally port). The guard will then conduct a second check verifying each and every occupant inside the car, van, truck prior to the cars entry into the sally port. If the cars windows are too dark to see through the guard will instruct the driver to lower the windows so each person inside may be identified.
 - g. Once a car has been cleared to enter the sally port (area inside the CAC and before the delta barrier – the search area) the guard will instruct the car when to stop. Once stopped the guard will ensure the driver first SHUTS OFF THE ENGINE, releases the hood latch and opens the trunk. The guard will then conduct a proper search of the vehicle to include the engine compartment and trunk compartment. If an item (i.e. bag, box, purse) is found in the trunk the guard will first ask the driver if the item belongs to him/her, if so the guard will not open or search this item, if not it should be treated as a suspect package. The guard should utilize the round mirror installed on the edge of the CAC's roof to properly clear the tops of all tall vehicles (i.e. vans, suburban).
 - h. The guard on the outside of the CAC should at all times have a remote duck and cover device on his/her person. The guard should activate this device if an immediate threat or attack presents itself.
 - i. The guard inside the guardhouse must be alert at all times to the entry and departure of vehicles and people.

- j. He must handle the controls for the gate and the ramp and at the same time he will receive and note in his log the personal data of the contractors that are authorized to enter the rear gate.
 - k. In case of demonstrations or emergency, the guard will notify the Shift Supervisor and Office of Security immediately. All guards inside the Employee CAC will know the location of the duck and cover button and when/how to use it.
 - l. Guards will not leave their post unless properly relieved.
 - m. The guard will treat all visitors with courtesy and respect and will ensure an efficient flow of visitors into the NEC.
4. EQUIPMENT.
- a. Each guard will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memoranda issued by contract guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming Post SO-05 or SO-06.
 - c. The guard will conduct a radio check of assigned radio.
 - d. Guard will maintain a daily logbook and a supply of Incident Report Forms on post.
 - e. All guards will maintain a Quick Escape 2000 Chem/Bio mask near their post in the event of a Chem/Bio attack on the facility.
5. DUTIES.
- a. The primary responsibility of the guard at this post is the protection of personnel and property. The guard will contact the Guard Supervisor or radio dispatcher (Bronco) if unusual problems are encountered.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Guard will initiate a radio check with Bronco every hour.
 - e. Guard will advise Bronco or the Guard Supervisor of any problems encountered during tour of duty.
 - f. If a guard at any time has a question regarding if a person should or should not be allowed entry, the guard should call the office the person wishes to visit or the COR for guidance.
 - g. During walk through of assigned area, the guard will notify Bronco immediately if they notice any suspicious activities or persons loitering near vehicles of embassy personnel. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report to Bronco.
 - h. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - i. If during tour of duty the guard encounters a person with an aggressive attitude or disposition, the guard will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the guard will be referred to Bronco.
6. Any questions to these Guard Orders should be directed to the COR or the Project Manager.

Post: SO-07 / SO-08
Location: CAC Employee – New Embassy Compound
Hours: 24 hours per day / Monday – Sunday (including holidays)
Duty: Access Control
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for guard positions at the New Embassy Compound (NEC) Compound Access Control (CAC) Employee screening area.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the New Embassy Compound Employee CAC.
3. SCOPE.
 - a. SO-07 and SO-08 tour of duty is as stated in Schedule A of this contract. Duties are to provide access control into the NEC at the Employee CAC by carefully screening all visitors, vehicles and packages.
 - b. The guard will ensure that no more than seven (7) visitors are in the screening area at any given time.
 - c. The guards will ensure that all visitors pass through the walk through metal detector (WTMD) and that all packages carried by visitors, including brief cases and purses, are checked thoroughly and will ensure that firearms, radios, calculators, beepers, cellular phones, and other prohibited items not enter the building. The guard will issue a receipt for those prohibited items that will remain at the guard post until the visitor leaves.
 - d. The guard who works the NEC Employee CAC is in charge of searching all official cars that belong to the Embassy as they enter the gate, except those of the Ambassador, DCM, MSG and VIPS (identified by COR). Although the above-mentioned cars will be allowed to initially enter without being searched; they WILL be searched after the occupants have departed the vehicle and entered the building. The car should not be searched up near the building at the drop off point; it should be back up near the CAC and away from the building prior to the search being conducted.
 - e. In case a vehicle that does not belong to the Embassy has to enter the grounds, the guard will search the vehicle then allow such entry if he has the previous authorization from the COR.
 - f. The guard must verify that the passengers in a car are Embassy employees. One of the guards will verify all occupants of the vehicle and will allow access in the vehicle screening point (sally port). The guard will then conduct a second check verifying each and every occupant inside the car, van, truck prior to the cars entry into the sally port. If the cars windows are too dark to see through the guard will instruct the driver to lower the windows so each person inside may be identified.
 - g. Once a car has been cleared to entry the sally port (area inside the CAC and before the delta barrier – the search area) the guard will instruct the car when to stop. Once stopped the guard will ensure the driver first SHUTS OFF THE ENGINE, releases the hood latch and opens the trunk. The guard will then conduct a proper search of the vehicle to include the engine compartment and trunk compartment. If an item (i.e. bag, box, purse) is found in the trunk the guard will first ask the driver if the item belongs to him/her, if so the guard will not open or search this item, if not it should be treated as a suspect package. The guard should utilize the round mirror installed on the edge of the CAC's roof to properly clear the tops of all tall vehicles (i.e. vans, suburban).
 - h. The guard on the outside of the CAC should at all times have a remote duck and cover device on his/her person. The guard should activate this device if an immediate threat or attack presents itself.

- i. The guard inside the guardhouse must be alert at all times to the entry and departure of vehicles and people.
 - j. He must handle the controls for the gate and the ramp and at the same time he will receive and note in his log the personal data of the contractors that are authorized to enter the rear gate.
 - k. In case of demonstrations or emergency, the guard will notify the Shift Supervisor and Office of Security immediately. All guards inside the Employee CAC will know the location of the duck and cover button and when/how to use it.
 - l. Guards will not leave their post unless properly relieved.
 - m. The guard will treat all visitors with courtesy and respect and will ensure an efficient flow of visitors into the NEC.
4. EQUIPMENT.
 - a. Each guard will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memoranda issued by contract guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming Post SO-07 and SO-08.
 - c. The guard will conduct a radio check of assigned radio.
 - d. Guard will maintain a daily logbook and a supply of Incident Report Forms on post.
 - e. All guards will maintain a Quick Escape 2000 Chem/Bio mask near their post in the event of a Chem/Bio attack on the facility.
5. DUTIES.
 - a. The primary responsibility of the guard at this post is the protection of personnel and property. The guard will contact the Guard Supervisor or radio dispatcher (Bronco) if unusual problems are encountered.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Guard will initiate a radio check with Bronco every hour.
 - e. Guard will advise Bronco or the Guard Supervisor of any problems encountered during tour of duty.
 - f. If a guard at any time has a question regarding if a person should or should not be allowed entry, the guard should call the office the person wishes to visit or the COR for guidance.
 - g. During walk through of assigned area, the guard will notify Bronco immediately if they notice any suspicious activities or persons loitering near vehicles of embassy personnel. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report to Bronco.
 - h. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - i. If during tour of duty the guard encounters a person with an aggressive attitude or disposition, the guard will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the guard will be referred to Bronco.
6. Any questions to these Guard Orders should be directed to the COR or the Project Manager.

Post: SO-09 / SO-22
Location: CAC Employee – New Embassy Compound
Hours: 0700 – 1700 / Monday – Friday (holidays are off)
Duty: Access Control
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for guard positions at the New Embassy Compound (NEC) Compound Access Control (CAC) Employee screening area.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the New Embassy Compound Employee CAC.
3. SCOPE.
 - a. SO-09 and SO-22 tour of duty is as stated in Schedule A of this contract. Duties are to provide access control into the NEC at the Employee CAC by carefully screening all visitors, vehicles and packages.
 - b. The guard will ensure that no more than seven (7) visitors are in the screening area at any given time.
 - c. The guards will ensure that all visitors pass through the walk through metal detector (WTMD) and that all packages carried by visitors, including brief cases and purses, are checked thoroughly and will ensure that firearms, radios, calculators, beepers, cellular phones, and other prohibited items not enter the building. The guard will issue a receipt for those prohibited items that will remain at the guard post until the visitor leaves.
 - d. The guard who works the NEC Employee CAC is in charge of searching all official cars that belong to the Embassy as they enter the gate, except those of the Ambassador, DCM, MSG and VIPS (identified by COR). Although the above-mentioned cars will be allowed to initially enter without being searched; they WILL be searched after the occupants have departed the vehicle and entered the building. The car should not be searched up near the building at the drop off point; it should be back up near the CAC and away from the building prior to the search being conducted.
 - e. In case a vehicle that does not belong to the Embassy has to enter the grounds, the guard will search the vehicle then allow such entry if he has the previous authorization from the COR.
 - f. The guard must verify that the passengers in a car are Embassy employees. One of the guards will verify all occupants of the vehicle and will allow access in the vehicle screening point (sally port). The guard will then conduct a second check verifying each and every occupant inside the car, van, truck prior to the cars entry into the sally port. If the cars windows are too dark to see through the guard will instruct the driver to lower the windows so each person inside may be identified.
 - g. Once a car has been cleared to enter the sally port (area inside the CAC and before the delta barrier – the search area) the guard will instruct the car when to stop. Once stopped the guard will ensure the driver first SHUTS OFF THE ENGINE, releases the hood latch and opens the trunk. The guard will then conduct a proper search of the vehicle to include the engine compartment and trunk compartment. If an item (i.e. bag, box, purse) is found in the trunk the guard will first ask the driver if the item belongs to him/her, if so the guard will not open or search this item, if not it should be treated as a suspect package. The guard should utilize the round mirror installed on the edge of the CAC's roof to properly clear the tops of all tall vehicles (i.e. vans, suburban).
 - h. The guard on the outside of the CAC should at all times have a remote duck and cover device on his/her person. The guard should activate this device if an immediate threat or attack presents itself.

- i. The guard inside the guardhouse must be alert at all times to the entry and departure of vehicles and people.
 - j. He must handle the controls for the gate and the ramp and at the same time he will receive and note in his log the personal data of the contractors that are authorized to enter the rear gate.
 - k. In case of demonstrations or emergency, the guard will notify the Shift Supervisor and Office of Security immediately. All guards inside the Employee CAC will know the location of the duck and cover button and when/how to use it.
 - l. Guards will not leave their post unless properly relieved.
 - m. The guard will treat all visitors with courtesy and respect and will ensure an efficient flow of visitors into the NEC.
4. EQUIPMENT.
 - a. Each guard will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memoranda issued by contract guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming Post SO-09 and SO-22.
 - c. The guard will conduct a radio check of assigned radio.
 - d. Guard will maintain a daily logbook and a supply of Incident Report Forms on post.
 - e. All guards will maintain a Quick Escape 2000 Chem/Bio mask near their post in the event of a Chem/Bio attack on the facility.
5. DUTIES.
 - a. The primary responsibility of the guard at this post is the protection of personnel and property. The guard will contact the Guard Supervisor or radio dispatcher (Bronco) if unusual problems are encountered.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Guard will initiate a radio check with Bronco every hour.
 - e. Guard will advise Bronco or the Guard Supervisor of any problems encountered during tour of duty.
 - f. If a guard at any time has a question regarding if a person should or should not be allowed entry, the guard should call the office the person wishes to visit or the COR for guidance.
 - g. During walk through of assigned area, the guard will notify Bronco immediately if they notice any suspicious activities or persons loitering near vehicles of embassy personnel. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report to Bronco.
 - h. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - i. If during tour of duty the guard encounters a person with an aggressive attitude or disposition, the guard will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the guard will be referred to Bronco.
6. Any questions to these Guard Orders should be directed to the COR or the Project Manager.

Post: SO-10, SO-11, SO-12 and SO-13
Location: CAC Consular – New Embassy Compound
Hours: 0700 – 1700 / Monday – Friday (holidays are off)
Duty: Access Control
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for guard positions at the New Embassy Compound (NEC) Compound Access Control (CAC) Consular screening area.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the New Embassy Compound Consular CAC.
3. SCOPE.
 - a. SO-10, SO-11, SO-12 and SO-13 tour of duty is as stated in Schedule A of this contract. Duties are to provide access control into the NEC at the Consular CAC by carefully screening all visitors and packages.
 - b. The guard will ensure that no more than seven (7) visitors are in the screening area at any given time.
 - c. The guards will ensure that all visitors pass through the walk through metal detector (WTMD) and that all packages carried by visitors, including brief cases and purses, are checked thoroughly and will ensure that firearms, radios, calculators, beepers, cellular phones, and other prohibited items not enter the building. The guard will issue a receipt for those prohibited items that will remain at the guard post until the visitor leaves.
 - d. In case of demonstrations or emergency, the guard will notify the Shift Supervisor and Office of Security immediately. All guards inside the Consular CAC will know the location of the duck and cover button and when/how to use it.
 - e. Guards will not leave their post unless properly relieved.
 - f. The guard will treat all visitors with courtesy and respect and will ensure an efficient flow of visitors into the NEC.
4. EQUIPMENT.
 - a. Each guard will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memoranda issued by contract guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming Post SO-10, SO-11, SO-12 or SO-13.
 - c. The guard will conduct a radio check of assigned radio.
 - d. Guard will maintain a daily logbook and a supply of Incident Report Forms on post.
 - e. All guards will maintain a Quick Escape 2000 Chem/Bio mask near their post in the event of a Chem/Bio attack on the facility.
5. DUTIES.
 - a. The primary responsibility of the guard at this post is the protection of personnel and property. The guard will contact the Guard Supervisor or radio dispatcher (Bronco) if unusual problems are encountered.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Guard will initiate a radio check with Bronco every hour.
 - e. Guard will advise Bronco or the Guard Supervisor of any problems encountered during tour of duty.

- f. If a guard at any time has a question regarding if a person should or should not be allowed entry, the guard should call the office the person wishes to visit or the COR for guidance.
 - g. During walk through of assigned area, the guard will notify Bronco immediately if they notice any suspicious activities or persons loitering near vehicles of embassy personnel. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report to Bronco.
 - h. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - i. If during tour of duty the guard encounters a person with an aggressive attitude or disposition, the guard will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the guard will be referred to Bronco.
6. Any questions to these Guard Orders should be directed to the COR or the Project Manager.

Post: SO-14, SO-15
Location: New Embassy Compound Entrance Area, Visa and ACS waiting areas.
Hours: 0700 – 1700 / Monday – Friday (holidays are off)
Duty: Access Control / Roving of Consular and ACS waiting areas
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for guard positions at the New Embassy Compound (NEC) lobby entrance areas, Consular waiting area and ACS waiting area.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the New Embassy Compound (NEC) entrance area, Consular waiting area and ACS waiting area.
3. SCOPE.
 - a. SO-14 and SO-15 tour of duty is as stated in Schedule A of this contract. Duties are to control entry into the NEC and provide security in the Consular and ACS waiting areas.
 - b. The guard will ensure that visitors are properly escorted into the building by the receiving party.
 - c. The guard will direct other visitors to the appropriate offices.
 - d. The guard will conduct secondary screening of visitors utilizing a hand held metal detector as necessary.
 - e. SO-14 guard will remain in the Visa waiting area during periods of high activity.
 - f. SO-15 guard will remain in the ACS waiting area during periods of high activity.
 - g. In case of demonstrations or emergencies, the guard will notify the Shift Supervisor and COR immediately. Guards will at all time have a remote duck and cover device on their person. Guards will know how and when to activate the remote duck and cover device.
 - h. Guards will not leave their post unless properly relieved.
4. EQUIPMENT.
 - a. Each guard will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memorandums issued by local guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming Post SO-16 or SO-17.
 - c. The guard will conduct a radio check of assigned radio.
 - d. Guard will maintain a daily logbook and a supply of Incident Report Forms on post.
 - e. Guards will maintain a Quick 2000 Chem/Bio Escape mask near or on the person at all times in the event of a Chem/Bio attack occurs on the property or near their post.
5. DUTIES.
 - a. The primary responsibility of the guard at this post is the protection of personnel and property. The guard is also responsible for directing official visitors during business hours. The guard will contact the Supervisor or radio dispatcher (Bronco) if unusual problems are encountered.
 - b. The guard will treat all visitors with courtesy and respect and offer assistance when appropriate.
 - c. The guard will monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Guard will initiate a radio check with Bronco every hour.
 - e. Guard will advise Bronco or the supervisor of any problems or unusual occurrences during their tour of duty.
 - f. The guard will notify Bronco immediately if they notice any suspicious activities or persons loitering near vehicles of embassy personnel,. Whenever possible, the guard

will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report and turned into Bronco.

- g. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - h. If the guard encounters a person with an aggressive attitude or disposition during their tour of duty, the guard will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the guard will be referred to Bronco.
6. Any questions to these Guard Orders should be directed to the COR, or local guard Project Manager.

Local Guard Force Solicitation

Post: SO-16, SO-17, SO-23 and SO-24
Location: New Embassy Compound (NEC)
Hours: 24 hours per day/ Monday - Sunday (including holidays)
Duty: Roving Patrol
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for providing security to the New Embassy Compound (NEC).
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the New Embassy Compound (NEC) Roving Patrol.
3. SCOPE.
 - a. The guard who works the Roving/Foot patrol will conduct an inspection (i.e. walking, vehicles, etc.) of the entire compound every hour.
 - b. The guard will visually inspect all planters surrounding the compound, using a baton to physically move the bushes from side to side in order to conduct a proper inspection.
 - c. The roving patrol does not include opening door for visitors to the building or CAC, carrying packages, or issuing badges. However, all guards will be courteous and offer assistance when appropriate.
 - d. The guard will maintain observation of his/her surroundings while roving. The guard will visually look in all vehicles parked on the perimeter of the compound, ensuring that there are no suspicious items and that all door/windows are closed and locked. If the guard finds anything suspicious or unsecured he/she will contact the supervisor, Bronco or COR immediately.
 - e. The guard will rove the interior of the compound ensuring no packages or devices have been thrown over the perimeter fence. The guard will also challenge any person on the compound that is not displaying a proper embassy badge.
 - f. At no time will the guard receive or accept any packages, letters, parcel or mail.
 - g. In case of demonstrations or emergency, he must notify the Supervisor, COR immediately.
 - h. This post will be manned during times specified in the current Exhibit A. Guards will not leave their post unless properly relieved.
 - i. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering in front on in the rear of the building (inside and out of the compound). This includes the rear parking lot (visitor parking) and any area the guard can visually inspect through the fence.
 - j. The guard will initiate a radio check with Bronco every hour.
 - k. The guard will remain alert at all times and will not/not nap or sleep while on post. The guard will not/not engage in personal conversation with other security guards, employees, visitors or pedestrians.
 - l. The guard will contact the Guard Supervisor or radio dispatcher (Bronco) if unusual problems are encountered.
 - m. The guard will push his/her remote duck and cover button in the event an immediate threat or attack is observed.
 - n. If guards notice any suspicious activities or persons loitering near the building or mission personnel, or conducting surveillance the guard will notify Bronco immediately. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, and any other pertinent information that will assist later identification. This information will be recorded on an incident report delivered to Bronco.
 - o. The guard will respond to incidents as directed by the COR, the RSO, the Project Manager (PM), a Guard Supervisor, Guard Force Commander, or Bronco.

- p. If the guard encounters an aggressive person, they will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with a visitor. The guard will refer to Bronco any inquiries into his duties that he cannot address.
 - q. The Project Manager and/or COR will answer any questions to these guard orders.
4. EQUIPMENT.
- a. Each guard will carry standard issue equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memorandums issued by local guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming post.
 - c. The guard will conduct an hourly radio check of their assigned radio.
 - d. The guard will maintain a daily logbook and a supply of Incident Report Forms
 - e. The guard will maintain on his/her post at all times a Quick 2000 Chem/Bio Escape Mask.
 - f. The guard will maintain on him/her at all times the remote duck and cover button.
5. DUTIES.
- a. The primary responsibility of the guard at this post is to conduct roving patrols of the New Embassy Compound (NEC). The guard is also responsible assisting with access control, relief of other guards and for directing official visitors.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. The guard will ensure a written record is made of all incidents.
 - e. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - f. The guard radio dispatcher will keep an accurate logbook with all events recorded, including time and date.
 - g. The guard radio dispatcher will brief his relief guard, prior to the end of his tour of duty, of all continuing significant events and other important information.
 - h. The guard will sign in and sign out the cashier's key every day. The guard will ensure this is logged into his/her log book each time.
6. Any questions to these Guard Orders should be directed to the COR or the Project Manager.

Post: SO-18
Location: New Embassy Compound Employee Vehicle Entrance
Hours: 0700-1700 / Monday – Friday (including holidays)
Duty: Access Control and Vehicle Screening
Weapons: .38 Caliber Revolvers with 18 Rounds

1. PURPOSE. To establish procedures for providing security to the New Embassy Compound (NEC) Employee vehicle entrance.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the New Embassy Compound (NEC) Employee vehicle entrance.
3. SCOPE.
 - a. SO-18 provides access control into the New Embassy Compound (NEC) employee's parking area and the Service CAC.
 - b. The guard must verify that the passengers in a car are Embassy employees, APO visitors or vendors delivering to the warehouse.
 - c. The guard should at all times have a remote duck and cover device on his/her person. The guard should activate this device if an immediate threat or attack presents itself.
 - d. The guard will ensure that only Embassy employees are allowed to enter the employee parking area and that the ID's of Embassy employees is visible.
 - e. ALL VISITORS except APO visitors must enter through the Employee CAC. If a visitor attempts to enter the employee vehicle entrance with or without an embassy employee, they must be redirected to the visitor's parking area.
 - f. In case of demonstrations or emergency, he must notify the Shift Supervisor and Office of Security immediately.
 - g. SO-18 will be manned during times specified in Exhibit A of the contract. Guards will not leave their post unless properly relieved.
4. EQUIPMENT.
 - a. Each guard will carry standard issued equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on post will be guard orders, standard operating procedures, policy letters, or memorandums issued by contract guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming Post SO-18.
 - c. The guard will conduct a radio check of assigned radio.
 - d. Guard will maintain a daily record logbook and a supply of Incident Report Forms on post.
 - e. The guard posted inside the rear CAC will maintain the Quick 2000 Escape Masks for his/her post and all surrounding posts. At the beginning of each shift the surrounding posts will sign out a mask for the rear CAC and return it at the end of their shift.
5. DUTIES.
 - a. The primary responsibility of the guard at this post is the protection of personnel and property. During Embassy hours the guard is also responsible for directing official visitors. In case of problems the guard will contact the Supervisor or radio dispatcher.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. Guard will initiate radio check with Bronco every hour.
 - e. Guard will advise Bronco or the supervisor of any problems encountered during tour of duty.

Local Guard Force Solicitation

- f. During walk through of assigned area, if they notice any suspicious activities or persons loitering near vehicles of embassy personnel, the guard will notify Bronco immediately. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, phone number (if possible), and any other pertinent information that will assist in later identification if needed. This information will be recorded on an Incident Report and turned into Bronco.
 - g. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - h. If during tour of duty the guard encounters a person with an aggressive attitude or disposition, the guard will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with any visitor. All inquiries concerning his duties that cannot be answered by the guard will be referred to Bronco.
- 6. Any questions to these Guard Orders should be directed to the COR, or contract guard Project Manager.

Post: SO-19, SO-20
Location: AMBC Cemetery
Hours: 01700-0800/ Monday - Sunday (including holidays)
Duty: Roving Patrol/Access Control
Weapons: .38 Caliber Revolvers with 18 Rounds; 12 Gauge Shotguns with 10 Rounds

1. PURPOSE. To establish procedures for providing security to the AMBC Cemetery.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the AMBC Cemetery.
3. SCOPE.
 - a. The guards who work the cemetery roving/foot patrols will conduct a walking inspection of the entire cemetery every hour.
 - b. The guard will conduct inspections of the main entrance gate and second vehicle gate leading to the residence ensuring they are properly secured.
 - c. The main gate will be secured each night at 1700hrs, at this time the cemetery is closed to the public.
 - d. The roving patrol is conducted during non-business hours. The cemetery is usually closed during these hours and no persons should be permitted access to cemetery grounds, except the administrator who lives on site and his/her guests.
 - e. The administrator and his/her guest should always use the residential entrance with the main gate remaining secured. All guards will be courteous and offer assistance when appropriate.
 - f. The guards will conduct an external inspection of the residence ensuring all windows and doors are secure.
 - g. The guards will respond and report any alarm activation from the residence.
 - h. In case of demonstrations or emergency, the guard must notify the Supervisor, COR immediately.
 - i. These posts will be manned during times specified in the current Exhibit A. Guards will not leave their post unless properly relieved.
 - j. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering around the perimeter of the cemetery.
 - k. The guard will initiate a radio check with Bronco every hour.
 - l. The guard will remain alert at all times and will not/not nap or sleep while on post. The guard will not/not engage in personal conversation with other employees, persons on the outside of the property or visitors.
 - m. The guard will contact the Guard Supervisor or radio dispatcher (Bronco) if unusual problems are encountered.
 - n. If guards notice any suspicious activities or persons loitering around the cemetery or conducting surveillance the guard will notify Bronco immediately. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, and any other pertinent information that will assist later identification. This information will be recorded on an incident report delivered to Bronco.
 - o. The guard will respond to incidents as directed by the COR, the RSO, the Project Manager (PM), a Guard Supervisor, Guard Force Commander, or Bronco.
 - p. If the guard encounters an aggressive person, they will call Bronco for assistance. At no time will the guard enter into a verbal confrontation with a visitor. The guard will refer to Bronco any inquiries into his duties that he cannot address.
 - q. The contractor Project Manager and/or COR will answer any questions to these guard orders.
4. EQUIPMENT.
 - a. Each guard will carry standard issue equipment during tour of duty. No reading material will be authorized while on post. The only reading material authorized on

- post will be guard orders, standard operating procedures, policy letters, or memorandums issued by local guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming post.
 - c. The guards will conduct an hourly radio check of their assigned radio.
 - d. The guards will maintain a daily logbook and a supply of Incident Report Forms
 - e. The guards will maintain on his/her post at all times a Quick 2000 Chem/Bio Escape Mask.
5. DUTIES.
- a. The primary responsibility of the guards at these posts is to conduct roving patrols of the AMBC Cemetery. These guards will ensure the safety and protection of all facilities, equipment, property and personnel within the cemetery.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. The guard will ensure a written record is made of all incidents.
 - e. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - f. The guard will keep an accurate logbook with all events recorded, including time and date.
 - g. The guard will brief his relief guard, prior to the end of his tour of duty, of all continuing significant events and other important information.
 - h. The guard will ensure that both vehicle gates are properly secured during their roving patrols.
6. Any questions to these Guard Orders should be directed to the COR or the Project Manager.

Post: SO-21
Location: DEA House, 38th Street
Hours: 0730 - 1730/ Monday – Friday (holidays off)
Duty: Access Control
Weapons: Revolver 38 cal. 18 rounds

1. PURPOSE. To establish procedures for providing security to the DEA House at 38th Street.
2. APPLICABILITY. This Guard Order applies to all personnel performing duties at the DEA House at 38th Street.
3. SCOPE.
 - a. The guard who works the entry control point will concern himself with the security of the offices of the personnel who work in DEA.
 - b. The guard will control the entry of persons into DEA office spaces.
 - c. The guard will inform DEA of any visitor that approaches his/her post, notifying the person to be visited. The guard will note the visitor's name and cedula/passport information into the log.
 - d. The guard must search all packages that enter the DEA, including briefcases, purses, packages, and will ensure that no prohibited items are allowed to enter; firearms, radios, calculators, pagers/beepers, cell phones etc. These items will remain at the guard post in exchange for a handwritten receipt. All visitors should be screened using a hand wand.
 - e. In case of demonstrations or emergency, the guard must notify the supervisor, COR and Bronco.
 - f. This post will be manned during times specified in the current Exhibit A. Guards will not leave their post unless properly relieved.
 - g. In the event of immediate danger or attack the guard will push the remote duck and cover button which be maintained on the guard at all times, then immediately call Post One or the COR with a report.
 - h. The guard will monitor personnel movement in their assigned area ensuring that personnel are not loitering.
 - i. Any suspicious activity, persons or possible surveillance will be reported immediately to the supervisor, COR and Bronco. Whenever possible, the guard will detain any suspicious person and acquire name, cedula number, phone number, and any other pertinent information that will assist in later identification if need be. This information will be recorded in an Incident Report and forwarded the supervisor and COR.
 - j. The guard will initiate radio checks with Bronco every hour.
 - k. In the event the guards observe an immediate threat he/she will push the remote duck and cover device and call COR and Bronco.
4. EQUIPMENT.
 - a. Each guard will carry standard issued equipment during the tour of duty. No reading material will be authorized while on post. The only reading material on post will be guard orders, standard operation procedures, policy letters, or memorandums issued by local guard or embassy staff.
 - b. Each guard, with the supervisor, will ensure that their individual equipment is functional prior to assuming post.
 - c. The guard will conduct a radio check with Bronco each hour.
 - d. The guard will maintain a daily record log book and Incident Reports Forms on post.
 - e. The guard will maintain on him/her at all times a Quick 2000 Chem/Bio escape mask
 - f. The guard will maintain on him/her at all times a remote duck and cover button.

5. DUTIES.
 - a. The primary responsibility of the guard at this post is the protection of personnel and property. During office hours the guard is also responsible for directing official visitors to the DEA offices located across the Chancery. In case of problems the guard will contact the supervisor or COR.
 - b. All guards will be courteous and offer assistance when appropriate.
 - c. The guard will also monitor personnel movement in their assigned area to ensure that personnel are not loitering.
 - d. The guard will ensure a written record is made of all incidents.
 - e. The guard will respond to incidents as directed by the COR, Project Manager, RSO, A/Project Manager/Supervisor, MRT's or Bronco.
 - f. The guard will keep an accurate logbook with all events recorded, including time and date.
 - g. The guard will brief his relief guard, prior to the end of his tour of duty, of all continuing significant events and other important information.
6. Any questions to these Guard Orders should be directed to the COR, or contract guard Project Manager.

EXHIBIT C

QUALITY ASSURANCE AND SURVEILLANCE PLAN

Exhibit C.1 General.

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The Quality Assurance Plan provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor contractor performance to ensure that contract standards are achieved.

Exhibit C.1.1 Failure to Provide Services. As with any time-and-materials contract, the Contractor may only bill for hours worked. For an unmanned post, not only is the contractor prohibited from billing for such services, but also the Government may assess a further deduction, as shown in the first category of the matrix displayed below, due to the serious breach of security created by the unmanned post.

Exhibit C.1.2 Deduction for Unacceptable Performance. The deductions described in the matrix below are for billed services not performed in accordance with acceptable quality performance standards, resulting in:

- (1) the degradation in value of those services, and
- (2) the anticipated loss of administrative time and cost in dealing with performance deficiencies.

This contract may also contain line items for vehicles and communications equipment. These line items are paid at a fixed monthly rate. The matrix reflects the deductions for unacceptable services under these line items. These deductions reflect a pro rata deduction from the monthly rate.

Exhibit C.2 Computation of Government Deduct Rate.

The deduct value is based on the estimated cost for the Government to provide that service in the absence of a contract employee or the additional administrative time for the Government. For certain deficiencies, the specified deduct value is the loaded labor rate paid to the Embassy Regional Security Officer (RSO). This rate may be assessed in as little as quarter hour increments. The Government cost for this purpose is:

- For Base Period **\$92.30** per hour
- For Option Year 1 **\$95.07** per hour
- For Option Year 2 **\$97.92** per hour
- For Option Year 3 **\$100.86** per hour
- For Option Year 4 **\$103.89** per hour

The Government reserves the unilateral right to modify the contract for the purpose of changing this rate. Changes will occur only to reflect changes in the cost on which the hourly rate is based.

Exhibit C.3 Policy

The acceptable quality and deduct guidelines do not imply that the Contractor may knowingly perform in a defective manner. Defective performance may cause the Government to incur additional expenses with regard to the services, or cause the Government to withhold payment for services not properly or satisfactorily performed. When the Contracting Officer or COR observes

deficient performance, as identified in the following items, the Government shall invoke the deduct value for that deficiency.

CONTRACT GOALS AND PERFORMANCE STANDARDS

Desired Outcomes	Contract Requirements	Max Allowable Deviation from Performance Std	Negative Incentive for not Meeting Performance Std	Monitoring Method/Frequency
No manned Post.	C.1.2., Exhibit A, Section B	0	RSO Deduct hourly rate not to exceed length of guard shift. Thereafter, at Supervisor hourly rate in Section B.	Time period is determined from beginning of shift or point of last Supervisor Inspection until time post is manned, not to exceed the end of the shift. As long as post remains unmanned.
No sleeping on Duty.	H.4.5	0	Hourly rate from Section B for position required by the post where infraction occurred.	Time period is determined from point in time of last Supervisor Inspection to time of infraction.
Supervisor Inspection; no failure to make complete inspection of all posts.	C.3.2	1 per month	Supervisor Hourly rate from Section B. times the hours per shift.	Deduction is determined as the ratio of the number of unsatisfactory round(s) to the required number of rounds per shift times the deduct value. (See Note 1)
No failure to follow General and/or Post Orders.	C.1.3.2		No failure to follow General and/or Post Orders.	Deduction is determined by RSO inspection, observation, or reports.
Mobile Patrol (no failure to make rounds).	C.1.5.7 Exhibit A Section B	1 per month	Total rate for all members of the mobile patrol as defined in Exhibit A at the rates from Section B.	Deduction is determined as the ratio of the number of unsatisfactory round(s) to the required number of rounds per shift times the deduct value.
No failure to maintain Administrative Records.	C.1.5.9.2	2 per month	RSO Deduct hourly rate.	Deduction per deviation for actual time expended for review.
No lack of Vehicles (See Note 2).	H.13	1 day per month	Monthly Vehicle rate from Section B divided by 30 divided by number of	Deduction at the deduct value daily rate for each day or fraction of a day.

			vehicles (see Section C).	
No lack of Key Personnel	H.12.	2 days per month	RSO Deduct hourly rate times 8.	Deduction is per hour of deficiency.
No lack of Radio Network Equipment (including individual functioning radios).	Exhibit D, C.1.5.8	2 radios per month	Monthly rate in Section B, divided by 30, times number of hours without equipment per post.	Deduction is per hour of deficiency.
No lack of Equipment - items not priced by line in Section B.	Exhibit D	2 per month	Supervisor Hourly rate from Section B, times number of hours without equipment.	Deduction is per hour of deficiency.
<i>Under the influence of drugs and or alcohol while on post</i>	<i>Exhibit B</i>	<i>0</i>	<i>Hourly rate from Section B for position required by the post where infraction occurred.</i>	<i>Time period is determined from point in time of last Supervisor Inspection to time of infraction.</i>

Note (1): Desired Outcome: Supervisor Inspection; no failure to make complete inspection of all posts.

Negative incentive for not meeting performance standard: Deduction is determined as the ratio of the number of unsatisfactory round(s) to the required number of rounds per shift times the deduct value. The deduct determination expressed in formula format:

$$(Number\ of\ Unsatisfactory\ Rounds / Number\ of\ Required\ Rounds\ per\ Shift) \times (Supervisor\ Hourly\ Rate) \times (Hours\ per\ shift)$$

The supervisor hourly rate is the hourly rate found at B.3.1, B.4.1.1, B.5.1.1, etc.

Note (2): A deduction for vehicles only applies when Contractor furnished and listed on Exhibit D.

EXHIBIT D

CONTRACTOR-FURNISHED PROPERTY

All equipment, materials, supplies, and clothing provided under the terms of this contract shall be suitable for their intended use. Equipment with electric or battery operation provided shall have UL® and or similar certification specified by host country. Employees shall be trained in safe operation of the equipment and all equipment shall meet appropriate safety standards and codes. The Government reserves the right to have the contractor immediately replace any unsafe or inoperable equipment and implement deducts as specified in Exhibit C. The Contractor shall maintain sufficient parts and equipment for all Contractor-furnished property to ensure uninterrupted provision of services as required by the contract.

The following list of Contractor furnished property establishes minimum requirements for the items listed. It is not a comprehensive list and it does not relieve the Contractor from furnishing any other materials required to perform the contract but not listed below.

1. Uniforms

The Contractor shall issue a uniform to each employee, to include a shirt, necktie, trousers, shoes, sweater, jacket, raincoat, and cap. The Contractor shall issue a whistle, baton, handcuffs, flashlight and duty belt to each employee. Each shirt and jacket shall have a COR approved shoulder patch. In addition to the basic uniform, the Contractor shall issue a distinctive uniform to each supervisor, such as a blazer or distinctive shirt or hat.

The Contractor shall issue three (3) complete uniform sets per employee per year. The uniforms shall be replaced annually or if they become unrepresentable (whichever occurs earlier). Unrepresentable shall include but is not limited to stains, rips, improper sizing, fading, etc.

2. Vehicles

The Contractor shall furnish vehicles necessary for the performance of this contract in accordance with Subsection H.13. Vehicles may be required for the mobile patrol units, see Subsection C.1.5.7.; for use by the Surveillance Detection Team which must be unmarked, see Subsection C.1.6; for use by supervisors to make their rounds, see Subsection C.3.2.; to provide relief guards, see Subsection C.3.1.2.; and otherwise in the management of this contract.

Vehicles required for the conduct of this contract are as follows:

- ***Two (2) Mobile Reaction Team 4x4 utility vehicles – 24 hours per day use;***
- ***One (1) 4x4 utility vehicle for the use of the Supervisor – 24 hours per day use;***
- ***One (1) unmarked sedan for Surveillance Detection Unit use – 12 hours per day use;***
- ***One (1) electric golf cart for the NEC mobile patrol – 24 hours per day use; and***
- ***One (1) standby 4x4 utility vehicle – 24 hours per day use.***

Each vehicle shall include the following equipment:

- ***A radio on the local guard frequency.***
- ***One (1) high powered battery operated rechargeable search/flood light.***
- ***One (1) first aid kit.***
- ***One (1) fire extinguisher.***
- ***One (1) shotgun rack.***

- *Two (2) red emergency lights.*
- *Twelve (12) traffic flares.*
- *Six (6) reflective triangular warning devices.*

3. Local Guard Force Radio Network

- Portable hand-held 2-way radios for each guard post identified in Exhibit A with a radio requirement.
- Radios shall be **(UHF, VHF or provide frequency range required if compatibly is necessary with Embassy radio system).**
- Adequate batteries and chargers to assure no post lacks proper communications due to battery failure.
- Mobile radios in all vehicles operated in performance of this contract, see Paragraph 2 above.
- Repeaters, if necessary, to ensure two way radio reception to all sectors covered by the mobile patrol and to all facilities covered by this contract.
- Base station.
- Back-up power supply for base station and repeaters. Power supply to cover **12 hour** period of lost electrical service.
- Antenna or antennas to support base station and repeaters.

4. Guard Electronic Monitoring System

The Contractor shall furnish and maintain a guard electronic monitoring system, including system and reporting software, hand-held data collection devices, data points such as bard code labels, data strips, touch tags or electronic buttons, batteries or recharging stations, computer, printer and training and maintenance so the system can remain in continuous use.

5. Surveillance Detection Equipment

The Contractor shall furnish and maintain the following items for use by the Surveillance Detection Team:

- One (1) cell phone per SD position.
- Three (3) digital cameras and cases.
- Two (2) mountain bicycles and related support gear including helmets, pumps, tire repair kits.
- One (1) refrigerator located in the SD facility.
- One (1) microwave located in the SD facility.
- One (1) coffee maker located in the SD facility.

6. Weapons

The Contractor shall furnish and maintain semi-automatic pistols for all positions listed on Exhibit A. In addition, the Contractor shall furnish and maintain 12 gauge shotguns for all Surveillance Detection Team carry one (1) 12 gauge shotgun. The Contractor shall furnish and maintain enough semi-automatic pistols and 12 gauge shotguns to provide additional armed guards for additional hours and/or emergency services.

EXHIBIT E**GOVERNMENT-FURNISHED PROPERTY**

1. The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract.

See attached Exhibit E.

NOTE 1: The Government will provide *only the* following consumable supplies; however, the contractor personnel shall notify the COR and the Contracting Officer when the supplies have diminished by 50 percent. The list of consumables provided includes the following:

Sample Trap Pack, E-Mode (100/pack)	Envelopes, Sample Collection (50/pack)
Calibration Traps, E-Mode (TNT) (25/pack)	Thermal Printer Paper, Roll
Multi-Use Sample Traps, E-Mode (25/pack)	Spare Parts Kit (fuses, o-rings, filter)
Dryer Material, Molecular Sieve (bottle)	Cleaning Kit (filters, cleaning wipes, canned air)
Dopant, Explosives (1/instrument)	Membrane Kit (5/kit)
Cotton Gloves (12/pack)	Maintenance Log Book

Under the Property Clause, H.3., the Government is obligated to furnish property that is suitable for the intended purpose. Property in Condition Codes 6 - 9, by definition, may not be suitable. If such property is provided the contractor, under FAR 52.245-2 the contractor may be entitled to an equitable price adjustment to repair the property, or request property that is suitable.

2. ***Reserved***

3. **INVOICE FORMAT**

A computer disk will be provided to the contractor with the Excel spreadsheet to be used for the invoice format. See G.2.2.1.

PROPERTY CONDITIONS CODES	
Code	Description
1	New or unused property in excellent condition. Ready for use and identical or interchangeable with new items delivered by manufacturer or normal source of supply.
2	New or unused property in fair condition. Soiled, shopworn, rusted, deteriorated, damaged to the extent that utility is slightly impaired.
3	New or used property so badly broken, soiled, rusted, mildewed, deteriorated, damaged, or broken that its condition is poor and its utility seriously impaired.
4	Property that has been slightly or moderately used, no repairs required, and still in excellent condition.
5	Used property which is still in fair condition and usable without repairs; however somewhat deteriorated, with some parts (or portion) worn and should be replaced.
6	Used property that still is usable without repairs in poor condition and undependable or uneconomical in use. Parts badly worn and deteriorated.
7	Used property, still in excellent condition, but minor repairs required. Estimated repair costs would cost no more than 10% of acquisition cost.
8	Used property, in fair condition, but minor repairs required Estimated repair costs would be from 26% to 40% of acquisition cost.
9	Used property, in poor condition, and recurring major repairs. Badly worn, and would

	still be in doubtful condition of dependability and uneconomical in use of repaired. Estimated repair cost between 41% and 65% of acquisition cost.
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VEHICLE CONDITIONS CODES	
Code	Description
1	Vehicle in <u>excellent-to-very good operating condition</u> . Only scheduled routine servicing required. Maintenance and replacement of consumable spare parts, such as: batteries, air/fuel/oil filters, spark plugs, tires, Interior, body and mechanical components in excellent condition. Vehicle is economically serviceable, safe and cost-effective to operate. Long-term viability is very good.
2	Vehicle in <u>good-to-fair operating condition</u> . Minor signs of wear and tear. Some non-routine servicing/maintenance, and/or repairs required. Vehicle is still providing economical service. It should remain safe and cost-effective to operate for the foreseeable future.
3	Vehicle in <u>poor-to-unserviceable/inoperable condition</u> . Evident and extensive signs of deterioration on interior, body and mechanical parts/components. Repairs have become increasingly more frequent, substantial and expensive to perform. Vehicle is unreliable and, at times, unsafe to operate. At this point, to maintain it in good operating condition for a great length of time would no longer be cost-effective.

EXHIBIT F**HOLIDAYS****HOLIDAYS**

Although this contract does not provide separate hourly rates for overtime, holiday, or premium pay, the Government recognizes the following holidays for which the Contractor may have to pay its employees premium pay. Those Contractor employees who are either United States citizens or hired in the United States may be entitled to premium pay for U.S. holidays only, and Contractor employees who are neither United States citizens nor hired in the United States shall be entitled to only those holidays recognized by *Panama*.

U.S. Holidays	2007	2008	2009	2010	2011
New Year's Day	Mon, Jan 1	Tue, Jan 1	Thu, Jan 1	Fri, Jan 1	Sat, Jan 1
Martin L. King's Birthday	Mon, Jan 15	Mon, Jan 21	Mon, Jan 19	Mon, Jan 18	Mon, Jan 17
President's Day	Mon, Feb 19	Mon, Feb 18	Mon, Feb 16	Mon, Feb 15	Mon, Feb 21
Memorial Day	Mon, May 28	Mon, May 26	Mon, May 25	Mon, May 31	Mon, May 30
Independence Day	Wed, Jul 4	Fri, Jul 4	Fri, Jul 3	Mon, Jul 5	Mon, Jul 4
Labor Day	Mon, Sep 3	Mon, Sep 1	Mon, Sep 7	Mon, Sep 6	Mon, Sep 5
Columbus Day	Mon, Oct 8	Mon, Oct 13	Mon, Oct 12	Mon, Oct 11	Mon, Oct 10
Veterans' Day	Mon, Nov 12	Tue, Nov 11	Wed, Nov 11	Thu, Nov 11	Fri, Nov 11
Thanksgiving Day	Thu, Nov 22	Thu, Nov 27	Thu, Nov 26	Thu, Nov 25	Thu, Nov 24
Christmas Day	Tue, Dec 25	Thu, Dec 25	Fri, Dec 25	Fri, Dec 24	Mon, Dec 26
Total Weekdays	10	10	10	10	9

Panama Holidays	2007	2008	2009	2010	2011
New Year's Day *	Mon, Jan 1	Tue, Jan 1	Thu, Jan 1	Fri, Jan 1	Sat, Jan 1
Mourning Day **	Tue, Jan 9	Wed, Jan 9	Fri, Jan 9	Sat, Jan 9	Sun, Jan 9
Carnival Day	Tue, Feb 20	Wed, Feb 20	Fri, Feb 20	Sat, Feb 20	Sun, Feb 20
Good Friday	Fri, Apr 6	Fri, Mar 21	Fri, Apr 10	Fri, Apr 2	Fri, Apr 22
Labor Day	Tue, May 1	Thu, May 1	Fri, May 1	Sat, May 1	Sun, May 1
Independence Day from Columbia	Sat, Nov 3	Mon, Nov 3	Tue, Nov 3	Wed, Nov 3	Thu, Nov 3
Colon's Day	Mon, Nov 5	Wed, Nov 5	Thu, Nov 5	Fri, Nov 5	Sat, Nov 5
The Uprising of Los Santos	Sat, Nov 10	Mon, Nov 10	Tue, Nov 10	Wed, Nov 10	Thu, Nov 10
Independence Day from Spain **	Wed, Nov 28	Fri, Nov 28	Sat, Nov 28	Sun, Nov 28	Mon, Nov 28
Mother's Day	Sat, Dec 8	Mon, Dec 8	Tue, Dec 8	Wed, Dec 8	Thu, Dec 8
Christmas Day *	Tue, Dec 25	Thu, Dec 25	Fri, Dec 25	Fri, Dec 24	Mon, Dec 26
Total Weekdays	6	9	8	5	5

* New Year's Day and Christmas Day are not included in the Total Weekdays at the bottom of the table since they duplicate U.S. holidays.

** These holidays can be observed on a different day of the week. Every year the Government of Panama publishes a decree indicating the day on which the holiday is to be observed.

There are a total of 22 holidays (10 U.S. and 12 Panamanian), however, two of these (New Year's Day and Christmas) are overlapping. Thus, there are only a total of 20 holidays for use in calculating annual guard hours. When calculating annual hours (see Exhibit A), the number of weekday holidays are 16 for 2007, 19 for 2008, 18 for 2009, 15 for 2010, and 14 for 2011.

EXHIBIT G**FIREARM QUALIFICATION STANDARDS****1. Semi-Automatic Pistol Qualification Course of Fire**

- a. PRE-FIRING:** Each shooter will be given three (3) magazines; two magazines of 13 rounds each and one magazine of 14 rounds; a total of 40 rounds. Shooters must wear jacket or suit coat – which covers holster when firing this course.
- b. TARGETS:** The DSQ-1A (“IZZY”) target is used for this course.
- c. SCORING:** Five (5) points for each hit within the “Vital Area”, four (4) points for each hit on the silhouette outside the “Vital Area”; a total of 200 points maximum. 160 out of 200 points (80%) is minimum qualifying score.

Note: This course is also used for the “Drop Holster” re-qualification course. (SIG Sauer P228/P229/P226 / Glock 17/19 / Beretta 92F/M9)

Stage	Distance	# Rounds	Time	Position/Description
1	25 Yards (75 Feet)	2	6 Sec.	Standing, Strong Side Barricade. On command/target facing, shooters will engage target with 2 rounds, coming from the holster.
2	15 Yards (45 Feet)	6	10 Sec.	Standing. On command/target facing, shooters will engage target with 6 rounds, coming from the holster.
3	7 Yards (21 Feet)	12 (6+6)	14 Sec.	Standing. On command/target facing, shooters will engage target with 6 rounds, combat reload, and fire 6 more rounds, coming from the holster.
4	3 Yards (9 Feet)	7	4 Sec.	Standing. On command/target facing, shooters will draw and fire 7 rounds, using two hands.
5	3 Yards (9 Feet)	6 (2 x 3)	2 Sec. (Each Facing)	Standing. On command/target facing, shooters will draw and fire 2 rounds. Targets will be exposed/faced for 2 seconds. Fired three times for a total of six rounds.
6	3 Yards (9 Feet)	7	4 Sec.	Standing, Strong Hand Only. On command/target facing, shooters will draw and fire 7 rounds using the strong hand only. Non-firing hand will be held behind the back. Upon completion, make all weapons safe, holster a safe and empty weapon.

2. Shotgun Qualification Course of Fire

- a. PRE-FIRING:** Each shooter is given ten (10) rounds of #00 buckshot (90 pellets total).
- b. TARGETS:** The DSQ-1A (“IZZY”) target is used for this course.

- c. SCORING: Ten (10) rounds of #00 buckshot (90 pellets) total. One (1) point per pellet hit anywhere on the body of the silhouette of the target. 72 out of 90 is the minimum qualifying score.**

Stage	Distance	# Rounds	Time	Position/Description
1	7 Yards (21 Feet)	5	15 Sec.	Standing, Shoulder Position. Shotgun loaded to the DS Carry Condition (Four rounds in the magazine tube). On facing/command/whistle, Shooters will engage target with 4 rounds and combat reload the fifth. Unload, Make the Weapon Safe
2	15 Yards (45 Feet)	5	25 Sec.	Standing, Shoulder Position. Shotgun loaded to the DS Carry Condition (Four rounds in the magazine tube). On facing/command/whistle, Shooters will engage target with 4 rounds and combat reload the fifth. Unload, Make the Weapon Safe

EXHIBIT H

LANGUAGE SKILL LEVEL DESCRIPTIONS

The following proficiency level descriptions characterize spoken language use. Each of the three "base levels" implies control of any previous "base levels" functions and accuracy. The examples given here illustrate, but do not exhaustively describe, either the skills a person may possess or situations in which he/she may function effectively.

Unless otherwise specified, the term "native speaker" refers to native speakers of a standard dialect.

Speaking Level 0 (No Proficiency) - Unable to function in the spoken language.

- Oral production is limited to occasional isolated words.
- Has essentially no communicative ability.

Speaking Level 1 (Elementary Proficiency) - Able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics.

- A native speaker must often use slowed speech, repetition, paraphrase, or a combination of these to be understood by this individual.
- Similarly, the native speaker must strain and employ real-world knowledge to understand even simple statements/questions from this individual.
- This speaker has a functional, but limited proficiency.
- Misunderstandings are frequent, but the individual is able to ask for help and to verify comprehension of native speech in face-to-face interaction.
- The individual is unable to produce continuous discourse except with rehearsed material.

Examples:

1. Structural accuracy is likely to be random or severely limited.
2. Time concepts are vague.
3. Vocabulary is inaccurate, and its range is very narrow.
4. The individual often speaks with great difficulty.
5. By repeating, such speakers can make themselves understood to native speakers who are in regular contact with foreigners but there is little precision in the information conveyed.
6. Needs, experience, or training may vary greatly from individual to individual; for example, speakers at this level may have encountered quite different vocabulary areas.
7. However, the individual can typically satisfy predictable, simple, personal and accommodation needs; can generally meet courtesy, introduction, and identification requirements; exchange greetings; elicit and provide, for example, predictable and skeletal biographical information.
8. He/she might give information about business hours, explain routine procedures in a limited way, and state in a simple manner what actions will be taken.
9. He/she is able to formulate some questions even in languages with complicated question constructions.
10. Almost every utterance may be characterized by structural errors and errors in basic grammatical relations.

11. Vocabulary is extremely limited and characteristically does not include modifiers.
12. Pronunciation, stress, and intonation are generally poor, often heavily influenced by another language.
13. Use of structure and vocabulary is highly imprecise.

Speaking Level 2 (Limited Working Proficiency) - Able to satisfy routine social demands and limited work requirements.

- Can handle routine work-related interactions that are limited in scope.
- In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker.
- Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events, as well as work, family, and autobiographical information.
- The individual can comprehend most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge.
- The individual's utterances are minimally cohesive to articulate basic concepts.
- Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent.
- Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

Examples:

1. While these interactions will vary widely from individual to individual, the individual can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates.
2. The individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed and extensive directions and make non-routine changes in travel and accommodation arrangements.
3. Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness.
4. In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words, and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order, and embedding.

Speaking Level 3 (General Professional Proficiency) - Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

- Nevertheless, the individual's limitations generally restrict the professional contexts of language use to matters of shared knowledge and/or international convention.
- Discourse is cohesive.
- The individual uses the language acceptably, but with some noticeable imperfections; yet, errors virtually never interfere with understanding and rarely disturb the native speaker.

- The individual can effectively combine structure and vocabulary to convey his/her meaning accurately.
- The individual speaks readily and fills pauses suitably.
- In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete.
- Although cultural references, proverbs, and the implications of nuances and idiom may not be fully understood, the individual can easily repair the conversation.
- Pronunciation may be obviously foreign.
- Individual sounds are accurate; but stress, intonation, and pitch control may be faulty.

Examples:

1. Can typically discuss particular interests and special fields of competence with reasonable ease.
2. Can use the language as part of normal professional duties such as answering objections, clarifying points, justifying decisions, understanding the essence of challenges, stating and defending policy, conducting meetings, delivering briefings, or other extended and elaborate informative monologues.
3. Can reliably elicit information and informed opinion from native speakers.
4. Structural inaccuracy is rarely the major cause of misunderstanding.
5. Use of structural devices is flexible and elaborate.
6. Without searching for words or phrases, the individual uses the language clearly and relatively naturally to elaborate concepts freely and make ideas easily understandable to native speakers.
7. Errors occur in low frequency and highly complex structures.

SECTION K

PART IV - REPRESENTATIONS AND INSTRUCTIONS

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that -
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be certification by the signatory that the signatory -
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
 - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) if the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12. Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that-

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL. Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

- (a) Definitions.
- "Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
 - "Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
TIN: _____
____ TIN has been applied for.
____ TIN is not required because:

- ___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ___ Offeror is an agency or instrumentality of a foreign government;
- ___ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of Organization.
- ___ Sole Proprietorship;
- ___ Partnership;
- ___ Corporate Entity (not tax exempt);
- ___ Corporate Entity (tax exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other _____
- (f) Common Parent.
- ___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ___ Name and TIN of common parent;
- Name _____
- TIN _____
- (End of provision)

K.4. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

- (a) Definitions. As used in this clause-
- "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
 - "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
 - "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.
 - "Registered in the CCR database" means that- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the government as a part of the CCR registration process.

- (b)
 - (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
 - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number-
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR

database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g)
 - (1)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
 - (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
 - (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

K.5. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.
 - (2) The small business size standard is \$17 million.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
 - (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
 - (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the

offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.6. FAR 52.219-1 Small Business Program Representations (May 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.
- (2) The small business size standard is \$17 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.
- (2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) *Definitions.* As used in this provision-
- "Service-disabled veteran-owned small business concern"-
 - (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
 - "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified

- as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.
- "Veteran-owned small business concern" means a small business concern-
 - (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.
 - "Women-owned small business concern" means a small business concern-
 - (i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.
- (d) *Notice.*
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7. COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The offeror represents that if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by the Federal Acquisition Regulation clause at 52.222-37, *Employment Reports on Disabled Veterans and Veterans of the Vietnam Era*), it [] has, [] has not submitted the most recent report required by 38 U.S.C.4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required reports are filed.

K.8. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K.9. 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

- (h) Definitions. As used in this provision:
 - (2) Foreign person means any person other than a United States person as defined below.
 - (3) United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.
- (i) Certification. By submitting this offer, the offeror certifies that it is not:
 - (i) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (ii) Discriminating in the award of subcontracts on the basis of religion.

K.10. FIRMS PROVIDING QUASI-MILITARY ARMED FORCES FOR HIRE

The Government is prohibited under 5 U.S.C. 3108 from contracting with organizations that offer quasi-military armed forces for hire, or with their employees. By submission of a bid or proposal, the offeror certifies that neither it nor its employees provides quasi-military armed forces for hire.

K.11. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
 - (i) The Offeror and/or any of its Principals-
 - (A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ___ have not ___, within a three year period preceding this offer, been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ____ are not ____ presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provisions. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Office may terminate the contract resulting from this solicitation for default.

K.12. DOSAR 652.237.73 STATEMENT OF QUALIFICATIONS FOR PREFERENCE AS A U.S. PERSON (APR 2004)

- (a) This solicitation is subject to Section 136 of the Foreign Relations Authorization Act, Fiscal Years 1990 and 1991 (22 U.S.C. 4864). The Act encourages the participation of United States persons and qualified United States joint venture persons in the provision of local guard services overseas, and provides for a preference for eligible offers.
- (b) *Definitions* . As used in this provision -
- “Eligible offer” means an offer that (1) is otherwise responsive to the solicitation; and (2) contains a fully prepared Statement of Qualifications (see paragraph (d) of this provision), which upon review is determined by the Government to meet the requirements of Section 136 for assignment of preference as a U.S. person.
 - “Preference” means subtraction by the Government of ten percent (10%) from the total evaluated price of an offer.
 - “U.S. person” means a company, partnership, or joint venture that the Government determines, after consideration of all available information, including but not limited to that provided by the offeror in response to the solicitation, to be qualified for assignment of preference pursuant to Section 136.
- (c) *Representation*. The offeror represents as part of its offer that it, [] is, [] is not eligible for preference as a U.S. person. [*Complete a Statement of Qualifications for Purposes of Obtaining Preference as a U.S. Person if the offeror represents that it is eligible. See paragraph (d) of this provision.*]
WARNING: Any material misrepresentation made in the Statement of Qualifications may be the basis for disqualification of an offeror and reference for consideration of suspension or debarment or for prosecution under Federal law (cf. 18 U.S.C. 1001). Offeror qualifications will be determined primarily on the basis of information submitted in the Statement of Qualifications, including Attachments thereto, but the Government may, at its discretion, rely on information contained elsewhere in the offeror's proposal or obtained from other sources.
- (d) *Statement of Qualifications for Purposes of Obtaining Preference as a U.S. Person* (22 U.S.C. 4864). An offeror that represents that it is eligible for preference as a U.S. person must provide the following information. This Statement of Qualifications must be a complete and certified document, and submitted as a separate Volume 5, with all necessary attachments, as defined in Section L of this solicitation.

STATEMENT OF QUALIFICATIONS FOR PURPOSES OF OBTAINING PREFERENCE AS A U.S. PERSON (22 U.S.C. 4864)

Name and address of U.S. person organization providing this information:

Introduction . Section 136 of the Foreign Relations Authorization Act for Fiscal Years 1990 and 1991, Public Law 101-246 (22 U.S.C. 4864), as amended, provides

that a “United States person” or a “qualified United States joint venture” must meet certain requirements, listed in the Act, to be eligible for the statutory preference. To assist business entities to determine whether they qualify as a U.S. person or U.S. joint venture person entitled to preference under Section 136, guidance is hereby provided. Only those prospective offerors submitting a properly completed and certified Volume 5 with their initial proposals will be considered in the determination of eligibility for assignment of preference as a U.S. person or U.S. joint venture person. For ease of reference, statutory language is quoted immediately before the definitions that apply to it. Space for the required information is provided immediately following each definition.

Note : The Statement of Qualifications shall provide information correctly applicable to the U.S. person whose qualifications are being certified, and shall not include information pertaining to corporate affiliates or subsidiaries. Organizations that wish to use the experience or financial resources of another organization or individual, including parent companies, subsidiaries, or local national or offshore organizations, must do so by way of a joint venture. The contract resulting from this solicitation shall not allow subcontracting. A prospective offeror may be a sole proprietorship, a formal joint venture in which the co-venturers have reduced their arrangement to writing, or a de facto joint venture with no written agreement. To be considered a “qualified joint venture person,” the joint venture must have at least one firm or organization that itself meets all the requirements of a U.S. joint venture person listed in Section 136. By signing this proposal, the U.S. person co-venturer agrees to be individually responsible for performance of the contract, notwithstanding the terms of any joint venture agreement.

1. Section 136(d) (1): “The term ‘United States person’ means a person which –
(A) is incorporated or legally organized under the laws of the United States, including the laws of any State, locality, or the District of Columbia.”

Definitions for purposes of Section 136 determinations of eligibility -

- “Incorporated” means the state of legal recognition as an artificial person that may be afforded to a business entity pursuant to the laws of any United States jurisdiction or component thereof.
- “Legally organized” means the state of legal recognition that may be afforded to a business entity that is other than a corporation pursuant to the laws of any United States jurisdiction or component thereof. This is the least form of legal recognition that will qualify an offeror for this preference. Only those prospective offerors that have legal status, including the right to bring suit, to sign contracts, and to hold property under the law of the jurisdiction under which they are doing business will qualify as legally organized. A natural person who is a United States citizen acting in her or her entrepreneurial capacity will be deemed to be a “person legally organized” within the scope of this definition, provided that the prospective offeror holds all required licenses to do business in the jurisdiction he or she is located.
- “United States” means any jurisdiction that is one of the fifty States, the District of Columbia, a United States territory, a United States

possession, or the Commonwealth of Puerto Rico and the Northern Mariana Islands.

Question 1. The organization seeking eligibility under Section 136 is [] incorporated or is [] legally organized under the laws of what jurisdiction?

2. Section 136(d) (1): “The term ‘United States person’ means a person that – (B) has its principal place of business in the United States.”

Definitions for purposes of Section 136 determinations of eligibility -

- “Principal place of business” means the geographic location of the main office or seat of management of the prospective offeror. For purposes of this Statement, a prospective offeror shall identify only one principal place of business, and such location shall include at least the offices of the chief operating officer and headquarters staff. The named location must be a United States jurisdiction in which the prospective offeror may bring suit and be sued and in which service of process shall be accepted.

Question 2(a). The organization seeking eligibility has its principal office in what city and state?

Question 2(b). What kind of tax return was or will be filed, and in what jurisdiction, during the current calendar year? The jurisdiction identified herein need not be the same jurisdiction identified in Question 2(a).

- (i) Jurisdiction: _____
- (ii) Type of return (e.g., income tax, franchise tax, etc.). Include all that apply: _____

3. Section 136(d)(1): “The term ‘United States person’ means a person which – (C) has been incorporated or legally organized in the United States – (i) for more than 2 (two) years before the issuance date of the invitation for bids or request for proposals with respect to the contract under subsection (c) of this section.”

Definitions for purposes of Section 136 determinations of eligibility -

- “Has been incorporated or legally organized” means that the organization can show continuity as an ongoing business. Organizations that have changed only their names meet the continuity requirement of this subsection. Organizations that have been bought, sold, merged, or otherwise substantially altered or enlarged their principal business activities will have the burden of proving that there have been ongoing operations by the same business entity for the required period of time. If the successor entity has acquired all of the assets and liabilities of the predecessor entity and the predecessor entity has no further existence, the successor may claim the incorporation or legal organization date of the predecessor. In any other circumstance, the prospective offeror must show that the law of the jurisdiction in which it operates regards the prospective offeror as the complete successor in interest of the predecessor entity for purpose of contractual obligations.

- “Issuance date” means the date in Block 5 of the Standard Form 33 accompanying this solicitation.
- “Years” means calendar years measured from day of the month to day of the month. For example, January 1, 2002 through December 31, 2002 is one calendar year, as is July 1, 2002 through July 1, 2003.

Question 3:

- (i) On what date was the organization seeking eligibility incorporated or legally organized? _____
- (ii) If this date is less than two years before the issuance date, on the basis of what documentation does the organization seeking eligibility claim that it has been in business for the requisite period of time? _____ (Identify, and forward copies as an Attachment to this Statement).

4. Section 136(d) (1): “The term ‘United States person’ means a person which – (D) has performed within the United States or overseas security services similar in complexity to the contract being bid.”

Definitions for purposes of Section 136 determination of eligibility -

- “Complexity” means the physical size or extent of the effort, as described in Section B and Exhibit A of this solicitation; combined with the required quality of the effort as described in Sections C and H of this solicitation.
- “Overseas” means within any jurisdiction that is not a part of the United States as defined below.
- “Performed” means contracts that have been fully completed by the prospective offeror and accepted by the other party to the transaction. Contracts still in progress have been performed for purposes of this definition if performance in complexity to the contract being bid has been ongoing for at least one year. Contracts need not have been with the U.S. Government.
- “Security services” means work of a kind as to fall within or compare closely with those described in the Statement of Work in Section C of this solicitation. An entity whose only security services experience was performed by its legally distinct parent or subsidiary organization will not be considered to have security services experience.
- “Within the United States” means within the legal geographic boundaries of a United States jurisdiction that is the place where the subject matter (e.g., services) of the contract or other arrangement was in fact completed. The place where the contract or other arrangement was negotiated or signed is not relevant to this definition.

Question 4: Describe in an Attachment to this Statement (see L.1.3.5), the qualifying similar contracts or other arrangements performed by the prospective offeror. Provide required information on a sufficient number of arrangements to show that similar services have been performed overseas or in the United States. The description must consist of the following information on each arrangement, which shall be submitted as an Attachment to this Statement:

- Location: (city and state or country)

- Type of service: (for example, stationary guards, roving patrol, quick-reaction force, etc.)
- Complexity: (type of facilities guarded, and number or extent of facilities, number of guards, etc.)

5. Section 136(d) (1): “The term ‘United States person’ means a person which – (E) with respect to the contract under subsection (c) of this section, has achieved a total business volume equal to or greater than the value of the project being bid in 3 years of the 5-year period before the date specified in subparagraph (C).”

Definitions of purposes of Section 136 determination of eligibility -

- “3 years of the 5-year period before the date specified in subparagraph (C)” means the three to five calendar year period immediately preceding the issuance date of this solicitation.
- “Total business volume” means the U.S. dollar value of the gross income or receipts reported by the prospective offeror on its annual federal income tax returns.
- “Years” means calendar years.

Question 5: Describe in an Attachment to this Statement (see L.1.3.5), for at least three of the five twelve-month income tax periods (fiscal years) defined below, the gross receipts of the organization seeking eligibility.

- (i) The fiscal year ending during the calendar year that includes the date of this solicitation.
- (ii) The fiscal year ending in the calendar year immediately prior to the calendar year that includes the date of this solicitation.
- (iii) The fiscal year ending in the calendar year two years before the calendar year that includes the date of this solicitation.
- (iv) The fiscal year ending in the calendar year three years before the calendar year that includes the date of this solicitation.
- (v) The fiscal year ending in the calendar year four years before the calendar year that includes the date of this solicitation.

An entity will be deemed to have met this requirement if the total cumulative business volume for the three years presented exceeds the contract price at time of award under this solicitation for the full term for which prices are solicited, including any option periods.

6. Section 136(d) (1): “The term ‘United States person’ means a person which – (F)(i) employs United States citizens in at least 80 percent of its principal management positions in the United States; and (F)(ii) employs United States citizens in more than half of its permanent full-time positions in the United States.”

Definitions for purposes of Section 136 determinations of eligibility -

- “Full-time” (positions) means those personnel positions in which the occupants are expected to and ordinarily work for 40 or more hours per week.
- “In the United States” refers to those personnel positions that are encumbered as of the date of this solicitation and that the prospective offeror maintains in geographic locations within the jurisdictions defined above as constituting the United States.

- “Permanent” (positions) means personnel positions that are intended to be indefinite as to length of employment, as opposed to limited, seasonal, or project-length personnel appointments.
- “Permanent, full-time positions” means that portion of the prospective offeror's workforce that continues to be employed without regard to the ordinary fluctuations of production or projects.
- “Principal management positions” means those personnel positions including at least the chief executive officer (if any) and the chief operating officer (whether by title or by function) of the organization seeking eligibility, together with all those management officials who constitute the highest levels of management authority within the organization. In the case of a partnership, all general partners are deemed to hold principal management positions. In the case of a corporation, those officers of the corporation who are principally responsible for the day-to-day operation of the corporation. Members of corporation boards of directors do not occupy “principal management positions” simply by virtue of their service on the board. In all cases, the term “principal management positions” also includes the position or positions held by the individual or individuals in the United States who will have primary corporate management oversight responsibility for this contract if the prospective contractor is awarded the contract.
- “United States citizen” means natural persons with United States citizenship by virtue either of birth or of naturalization.

Question 6(a): The organization seeking eligibility shall list all of its principal management positions and identify the current occupant of each listed position by name and citizenship. Provide the information as an Attachment to this Statement in the following format:

- (i) Principal management positions in the United States

Chief Executive Officer (if any):

_____ (name)

_____ (citizenship)

Chief Operating Officer:

_____ (name)

_____ (citizenship)

- (ii) For each additional corporate officer having principal responsibility for the day-to-day operations of the corporation, list position, name, and citizenship.

Position	Name	Citizenship
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (iii) Individual(s) in the United States expected to have primary management oversight responsibility for contract if it is awarded:

_____ (name)

_____ (citizenship)

Question 6(b): Number of permanent, full-time, currently encumbered personnel positions that are located in the United States (good faith estimates acceptable): _____

Question 6(c): Number of United States citizens currently employed in permanent, full-time positions that are located in the United States (good faith estimates acceptable): _____

7. Section 136(d)(1): “The term ‘United States person’ means a person which – (G) has the existing technical and financial resources in the United States to perform the contract.”

Definitions for purposes of Section 136 determinations of eligibility -

- “Existing technical and financial resources” means technical and financial capability within the United States to mobilize adequate staffing, equipment and organizational arrangements to perform the contract. Adequate technical resources may be demonstrated by presenting an organization chart, and resumes of current officers and employees in the United States who possess skills and expertise necessary to provide management and oversight of the work. Other indicia will be considered if offered to demonstrate that the prospective offeror has available resources in the United States adequate to provide home office management and oversight of the work. Adequate financial resources may be demonstrated by proof of possession of a combination of net worth, bank lines of credit, or bank guarantees. If lines of credit or bank guarantees are used to demonstrate adequate financial resources, they must be from entities within the United States.

Question 7: Submit, as an Attachment to this Statement, materials demonstrating existing technical and financial resources in the United States (see L.1.3.5).

8. Section 136(d) (2): “The term ‘qualified United States joint venture person’ means a joint venture in which a United States person or persons owns at least 51 percent of the assets of the joint venture.”

Definitions for purposes of Section 136 determinations of eligibility -

- “Assets” means tangible and intangible things of value conveyed or made available to the joint venture by the co-venturers. To be qualified for U.S. preference, 51 percent of the assets of the joint venture must be owned by the U.S. person co-venturer(s).
- “Joint venture” means a formal or de facto association of two or more persons or entities to carry out a single business enterprise for profit, for which purpose they combine their property, money, effects, skills, and knowledge. To be acceptable, all members of a joint venture must be jointly and severally liable for full performance and resolution of matters arising out of the contract.

Question 8(a): The prospective offeror , is [] , is not [] a joint venture.

Question 8(b): If the prospective offeror is a joint venture, the U.S. person participant is:

(name) _____

(address) _____

Question 8(c): If the prospective offeror is a joint venture, the names and countries of citizenship for all co-venturers are as follows:

(name) _____ (citizenship) _____

(name) _____ (citizenship) _____

(name) _____ (citizenship) _____

Question 8(d): If the prospective offeror is a joint venture, the U.S. person will own at least 51 percent of the assets of the joint venture.

I so certify: (name) _____

(position) _____

(title) _____

- (e) *Signature:* By signing this document, the offeror indicates that to the best of his or her knowledge, all of the representations and certifications provided in response to the questions contained in this Statement of Qualifications are accurate, current, and complete and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Solicitation No.: _____

(End of provision)

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. SUBMISSION OF OFFERS.

L.1.1. GENERAL. Submit all required documentation on sequentially numbered 8-1/2" by 11" or A4 paper.

L.1.1.1. U.S. PREFERENCE. Under 22 U.S.C. 4864, the Government will give preference in awarding this contract to offerors qualifying as "U.S. persons" or "U.S. joint venture persons." The method for this preference is described in Section M. Only those offerors whose proposals contain a complete certification required in Section K will qualify for U.S. preference. If the Government elects to conduct discussions and request final proposal revisions, the Government will inform any offeror in the competitive range submitting a complete certification but determined by the Government to be ineligible for the preference regarding the reasons for the Government's determination of ineligibility.

L.1.2. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following physically separate volumes.

Volume	Title	No. of Copies
1	Executed Standard Form 33, "Solicitation, Offer and Award," and completed Section K	2
2	Price Proposal and completed Section B	2
3	Technical Proposal - <i>This Proposal Volume is restricted to 125 pages of text, including any brochures, organization charts; however, this page limit does not apply to Past Performance and Experience data.</i>	5
4	Business Management Proposal	2
5	Statement of Qualifications For Purposes of Obtaining Preference As A U.S. Person, Subsection K.12. (22 U.S.C. 4864, as amended). <i>Include a copy of your SF-33 in this volume.</i>	2

Submit the complete offer to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33.

The offeror shall state, explain, and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

L.1.3. DETAILED INSTRUCTIONS.

L.1.3.1. Volume 1: Standard Form 33 (SF 33) and Section K.

Complete blocks 12 through 18, as appropriate, of the SF 33 and all items of Section K.

L.1.3.2. Volume 2: Price proposal and Section B.

- (a) STANDARD SERVICES. Complete the pricing schedules in Section B. The hourly rates for all Standard Services shall include:
- all direct costs, such as salaries, fringe benefits, taxes, insurance costs, materials and equipment costs (except vehicles and equipment that are separately priced in Section B, and materials reimbursable for Additional or Emergency Services);
 - maintenance and repair, transition and/or start-up costs, if any;
 - indirect costs, overhead, general and administrative expense, training, relief guards, revision and/or translation of general and post guard orders; and
 - profit.

The hourly rates shall also include all premium pay for holidays, overtime, nightshift, severance pay, etc.

Offerors are reminded that severance costs, if any, shall be included in the prices/rates in Section B and will not be separately reimbursed.

For purposes of calculating premium pay, the authorized holidays are shown in Exhibit F – HOLIDAYS. The offeror shall use only these holidays to make such calculations. Employees who are either United States citizens or hired in the United States shall be entitled to premium pay for U.S. holidays only. Employees who are neither United States citizens nor hired in the United States shall be entitled to only those holidays recognized by the country in which the contract will be performed.

- (b) ADDITIONAL OR EMERGENCY SERVICES. Complete the pricing schedules in Section B. The hourly rates for all Additional or Emergency Services shall include all direct costs, such as salaries, fringe benefits, taxes, indirect costs, overhead, general and administrative expense, and profit. Do not include costs for vehicles, materials, or equipment in these hourly rates, because they are paid or reimbursed under separate line items. Paragraph (a) above on premium pay is also applicable to Additional or Emergency Services.
- (c) VEHICLES. Include a price covering the cost for all vehicles (see Section H) in Section B of the proposal. For purposes of calculation, the government estimates the average mileage necessary for the vehicle mobile patrol (see Section C), is **3,042** miles per month. For purposes of calculation, the government estimates the average mileage necessary for SD vehicles (see Section C), is **1,521** miles per month.
- (d) RADIO NETWORK EQUIPMENT. Include a price covering the cost of radio/communications equipment in Section B of the proposal.
- (e) SURVEILLANCE DETECTION EQUIPMENT. Include a price covering the cost of surveillance detection equipment in Section B of the proposal.
- (f) MATERIALS PRICING FOR ADDITIONAL OR EMERGENCY SERVICES. The Government estimates for materials or equipment reimbursed for Additional or Emergency services shall be used to

reimburse the Contractor for these expenses at purchase price. Do not include a price for this category.

- (g) 652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUNE 2006).
- (a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, “covered contractor employees” includes the following individuals:
- (1) United States citizens or residents;
 - (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
 - (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws.
- (b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:
- Services @ \$6.45 per \$100 of compensation: or,
Construction @ N/A of compensation.
- (c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal.”
- (h) PRICE PROPOSAL FOR BASE PERIOD. Calculate the total price for the base period of the contract as described in Section B.
- (i) PRICE PROPOSALS FOR THE OPTION PERIODS. Complete the pricing schedules for each option period provided in Section B.

L.1.3.3. Volume 3: Technical Proposal.

The technical evaluation criteria in Section M of this solicitation will be used by the technical panel to evaluate Technical proposals. The technical proposal shall specifically address the following in detail. Simply repeating or paraphrasing Section C of the RFP (stating the offeror can and/or will

meet the requirements without a detailed description of how the work will be done), is not acceptable and may cause the Government to give the offeror an inferior technical rating or reject the proposal as technically unacceptable. Proposals involving joint ventures shall clearly state the tasks or work to be performed by each partner, as well as how overall responsibility for the contract will be allocated. **The organization and content of the Volume 3, Technical Proposal, shall follow the sequence of paragraphs and subparagraphs listed below.**

- (a) THE MANAGEMENT PLAN. The Offeror shall provide a complete management plan showing how it will meet the requirements of the contract. The management plan will define how the offeror will ensure timely, professional and high quality performance and achievement of deadlines.
- 1. ORGANIZATION AND MANAGEMENT. The management plan shall describe:
 - (i) the organization of the guard force; including number of personnel and calculations showing how offeror has incorporated restrictions on work hours and for relief guards (identified in C.3.1.1, C.3.1.2, and H.5.3;
 - (ii) the responsibilities of all supervisors;
 - (iii) how the offeror will ensure the quality of guard force performance, including the frequency of inspections of posts by shift and the use of operational records;
 - (iv) any awards or incentive plan designed to promote high quality performance for this contract. (The Government considers awards/incentives to be an important part of a well-run guard force.)
 - (v) organizational and functional charts reflecting line of management responsibility, including corporate management (including name and telephone number) above the level managing this contract;
 - (vi) the procedures for responding to the requirements of the Mission;
 - (vii) management procedures for logistical administrative support of all functions, including procedures for timely payment of personnel;
 - (viii) how the offeror will comply with the language proficiency requirements of Section H.The offeror shall state in its proposal an understanding that no subcontracts or leases for guard services are authorized.
- 2. INSPECTION SYSTEM. The offeror's management plan shall include an inspection system covering all the services required by the contract. The inspection system shall:
 - (i) specify areas to be inspected on both scheduled and unscheduled bases,
 - (ii) include a method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, and
 - (iii) include a filing system for all inspections conducted by the Offeror and the corrective action taken. This documentation shall be made available to the Government during the term of the contract.

The offeror's technical proposal should describe how the Contractor's GEMS system, if required by Section C, will meet the requirements of the contract. Provide a complete description of the monitoring system to be provided, whether new or used, the number of scanners to be provided, maintenance programs, how the integrity of the system is maintained. Describe the type and frequency of reports to be generated.

3. KEY PERSONNEL. The Government considers the Project Manager and the Guard Force Commander to be Key Personnel under the contract. The offeror shall provide a detailed resume showing the experience of these two individuals, describing the extent to which each person will participate in the performance of the proposed contract. The resume must include references that may be checked by the Contracting Officer. The offeror shall also provide a detailed discussion on how each individual's experience is similar or relevant to the tasks and responsibilities to be performed under the proposed contract. If the Project Manager or Guard Force Commander is not a current employee, provide a letter of intent. If offeror is awarded this contract, the Project Manager and the Guard Force Commander will be included in Section H under "Key Personnel".

Resumes are required for the SD Supervisor. As per H.11.1, the names of the SD Supervisor will also be added at the time of award.

4. TRAINING PROGRAM. The offeror's management plan shall address the training program described in Section H.
5. SURVEILLANCE DETECTION. The offeror's management plan shall address the requirements for surveillance detection operations and equipment as described in Section C.
6. PERSONNEL ACTION PREVENTION. The offeror shall include in the technical proposal contingency plans to deal with organized actions by direct labor personnel, including but not limited to strikes, labor unrest, and disruption of operations. Describe what management techniques the company uses to stay aware of and deal with dissatisfied employees, actions organized by local unions, or local government labor actions. Describe what procedures will be in place to deal with anticipated and unanticipated strikes, work slowdowns, or organized failure of employees to report for shift changes.
7. EXPERIENCE IN USE AND MAINTENANCE OF THE PROPERTY USED IN PERFORMANCE OF THIS CONTRACT.
 - (i) The Offeror shall include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of the contract. This includes both Contractor furnished materials (Exhibit D) and Government furnished property (Exhibit E). The maintenance program shall include preventive maintenance, major repair, and replacement work. Procedures shall ensure that the property, equipment, and materials will be used only for those purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories,

including scheduling, responsibilities, and record keeping, for all property, equipment, and materials use by the Contractor. Subsection H.3, Government Furnished Property/Equipment, provides Contractor responsibilities with respect to Government property and equipment.

- (ii) The Offeror shall address the following categories of property required as Contractor-Furnished Property (see Exhibit D).
- (A) VEHICLES. Describe the requirement for vehicles (see Sections C and H). Specify:
- The make, model, number and condition (new or used) of the vehicles;
 - the intended use of the vehicles (such as mobile patrol units);
 - use by supervisors to make their rounds;
 - use to provide relief guards; and
 - any other purpose necessary for the performance of this contract.
- (B) RADIO NETWORK. THE OFFEROR SHALL DESCRIBE HOW IT WILL MEET THE REQUIREMENT FOR THE LOCAL Guard Force Radio Network net (see Section C), how the system will net with Embassy communications network(s) and, where appropriate, with the host government civil security force. Describe the communications center to be operated by the offeror and the frequency(ies) that will be used. The Contractor shall provide evidence that it possesses or has applied for any required permits and licenses to operate the radio network. Failure to provide evidence of appropriate progress toward receiving permits so that the offeror will be fully licensed by planned start date for contract performance may result in Contractor being found nonresponsive (not eligible for award).
- (C) GEMS. The offeror shall describe how it will meet the requirement for the Guard Electronic Monitoring System (GEMS) (see Section C).
- (D) Additional Property. The Offeror shall describe how it will meet the requirement for uniforms, weapons and personal equipment and surveillance detection equipment (see Section H).
- (b) PAST PERFORMANCE AND EXPERIENCE. List all contracts and subcontracts your company (or each partner in the joint venture) has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract. If your company or each partner in the joint venture has no performance history or relevant experience, provide a list of references where the key personnel and management worked on similar contracts.
- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
 - (3) Date of the contract, place(s) of performance, and delivery dates or period of performance;
 - (4) Contract size (number of personnel employed by contract year per labor category) and dollar value;
 - (5) Brief description of the work, including responsibilities;
 - (6) Comparability to the work required under this solicitation;
 - (7) Brief discussion of any technical problems and their resolutions;
 - (8) Brief discussion of any terminations (partial or complete) and the type (convenience or default) as well as any show cause notices or cure notices (provide explanatory details); and
 - (9) Listing of deductions taken under any listed contracts, with explanatory details and resolution.
- If an Offeror believes that any unfavorable information may be provided as a part of the reference check process, the Offeror should

include a brief explanation of the circumstances pertaining to this data and the Offeror's position in reference to these circumstances. If appropriate, the offeror should indicate what steps have been included in this offer to prevent a recurrence of such situations.

Offerors are advised that the past performance information requested above may be discussed with the customer personnel. In addition, personnel referenced may be asked to comment on the offeror's:

- quality of services provided under the contract;
- compliance with contract terms and conditions;
- effectiveness of management;
- willingness to cooperate with, and assist, the customer in routine matters and when confronted by unexpected difficulties; and
- business integrity/business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and currency of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

In evaluating past performance, the Government may use past performance information obtained from sources other than those identified by the offeror. If any information obtained is considered unfavorable, the offeror will have an opportunity to address this information as a part of its final proposal revision (FPR), if FPRs are requested.

(c) PRELIMINARY TRANSITION PLAN.

- (1) The Offeror shall include a "Preliminary Transition Plan", which will form the basis for the Transition Plan, required to be submitted by the successful Contractor in accordance with H.9, Transition Plan.
- (2) The offeror should address as many of the areas and provide schedules for as many of the areas described in Section H as can be addressed at the pre-award stage, including:
 - steps taken and steps remaining to be taken to acquire all necessary licenses, permits and insurance; and
 - a projected date when these documents will be in the offeror's possession.Include copies of local licenses and permits currently issued, or copies of applications for required licenses and permits.
- (3) The offeror should address local conditions that may play a role in the offeror's ability to establish and manage a guard program in locations covered by this solicitation.
- (4) The Preliminary Transition Plan should clearly establish that the offeror has a well-thought out plan ready to be implemented upon contract award.
- (5) If the offeror is the incumbent, the Preliminary Transition Plan should address how the offeror will make the transition to the new contract, including any work requirements or terms and conditions that did not appear in the incumbent's contract.
- (6) The Contractor shall provide evidence that it possesses or has applied for any required permits, licenses, and appointments.

Failure to provide evidence of appropriate progress toward receiving permits so that the offeror will be fully licensed by planned start date for contract performance may result in Contractor being found nonresponsible (not eligible for award).

- (7) The offer should address only the types of training, length of training, identification of employees (by category) that must be trained, the planned commencement and completion dates of training under the transition plan. This information should not be confused with or cross referenced to the Offeror's training program discussed in subparagraph L.1.3.3(a)(4) which will provide for a detailed discussion of the entire training program and the specific training requirements/elements necessary to perform and satisfy the types of training required by the contract.

L.1.3.4. VOLUME 4: BUSINESS MANAGEMENT PROPOSAL.

The organization and content of the Volume 4, Business Management Proposal, shall follow the sequence of paragraphs and subparagraphs listed below.

- (a) Describe your company's financial condition and capability. State what percentage of your company's estimated total business the work required by this solicitation will represent. Describe the priority placed by your firm's top management on the work required by this solicitation, including an organization matrix that reflects how this contract fits into your organization. Describe how severance payments will be handled. Provide a current statement of financial condition, certified by a third party that includes:

Income (profit-loss) Statement that shows profitability for the past three years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

- (b) **Reserved.**

L.1.3.5. VOLUME 5: STATEMENT OF QUALIFICATIONS FOR PURPOSES OF OBTAINING PREFERENCE AS A U.S. PERSON (22 U.S.C. 4864, AS AMENDED)

Submit with the proposal a completed Statement of Qualifications for Purposes of Obtaining Preference As A U.S. Person. (See Section K for further details.) The Statement of Qualifications should be a complete and certified document with all necessary attachments.

L.1.3.6. PROPRIETARY DATA.

The offeror shall mark proprietary data by page(s), paragraph(s) and sentence(s). Do not generalize.

L.2. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

- <http://www.arnet.gov/far> or,
- <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet “search engine” (such as Yahoo, Infoseek, or Alta Vista) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
52.237-1 SITE VISIT (APR 1984)

L.3. SOLICITATION PROVISIONS INCLUDED IN FULL TEXT.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a time and materials contract resulting from this solicitation, with firm-fixed prices for any equipment/vehicles required by Section B.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from *the US Embassy, Demetrio Lakas Street, Clayton, Panama, Republic of Panama.*
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4. RESERVED

- L.5. SITE VISIT. In accordance with FAR provision 52.237-1, Site Visit, the Embassy has established site visits to occur on **October 16, 2006**. Offerors should contact **Malena Dawson at (507)207-7402 or Fax (507)207-7141** to make appropriate arrangements.

NOTE TO INTERESTED VENDORS – Due to security concerns all offerors must contact the above and fax the individuals' name and company name of all individuals who will represent the company at the site visit. On the date of the site visit company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the site visit without prior notification will be denied entry.

L.6. PRE-PROPOSAL CONFERENCE.

L.6.1. The Government will hold a pre-proposal conference to discuss the requirements of this solicitation on ***October 17, 2006 at the 520 Clayton Bldg., at the Multipurpose Room.*** Offerors interested in attending should contact the following individual: ***Malena Dawson at (507)207-7402 or Fax (507)207-7141***

NOTE TO INTERESTED VENDORS – Due to security concerns all offerors must contact the above and fax the individuals' name and company name of all individuals who will represent the company at the pre-proposal conference. On the date of the pre-proposal company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-proposal conference without prior notification will be denied entry.

L.6.2. Offerors should submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided on Standard Form 33 or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.6.3. Attendees may also bring written questions to the proposal conference. If the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.6.4. No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

L.6.5. Following the conference, the Government will provide all prospective offerors who received a copy of the solicitation with a copy of all questions presented in writing before the conference, along with answers. If the answer requires a change to the solicitation, the Government will issue a solicitation amendment.

L.7. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to:

Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the

authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **David Savastuk, at (507)207-7225 and fax (507)207-7143**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

L.8. OBTAINING LICENSES AND PERMITS.

Information on license and permit requirements is available from:

- **Ministry of Government and Justice, Public Security Department; Contact name: Magaly Reyes, Tel. 507-212-2100.**
- **Ministry of Commerce, Licensing office; Contact name: Amelia Vascone de Diaz, Tel. 507-360-0706.**

According to the **Ministry of Government and Justice and the Ministry of Commerce**, the approximate time frame for obtaining the required licenses and permits from date of application is **4 to 6 months and the cost is variable and determined on a case by case basis**. This information is subject to change without notice. The Contractor is encouraged to contact the above office/individual for the most current information.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1. **EVALUATION OF PROPOSALS.**

M.1.1. **GENERAL.** To be acceptable and eligible for evaluation, proposals must be prepared following the instructions in Section L and must meet all the requirements stated in the solicitation. The Government may reject any proposal that fails to comply with Section L or includes an unacceptable technical proposal. The Government will evaluate acceptable proposals as described below. As required by 22 U.S.C. 4864, the Government will award the contract to the technically acceptable, responsible offeror with the lowest evaluated price. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint.

M.1.2. **OVERALL EVALUATION.** The Government will evaluate proposals in three phases:

- (a) a review of the proposal to determine whether it is timely and complies with the instructions in Section L;
- (b) a technical evaluation to determine the acceptability of the offer to the solicitation's technical requirements; and
- (c) a price evaluation to determine the total price proposed by each offeror, including any applicable U.S. preference.

M.1.3. **PRICES.** Offerors shall propose fixed rates/prices for all line items identified in Section B that require rates/prices. Proposals that do not include such rates/prices for base and option years cannot be evaluated and will be rejected. Complete the line items for VAT, but the Government will not consider VAT in the calculation of the total evaluated price.

M.1.4. **Reserved.**

M.2. **TECHNICAL EVALUATION.** The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- A. Management Plan
- B. Experience and Past Performance
- C. Preliminary Transition Plan

M.3. **PRICE EVALUATION.** The Government will evaluate proposals based on the total price to the Government, including options and any U.S. preference, but excluding VAT.

M.4. **U.S. PREFERENCE.** The Government will make the determination of eligibility for the U.S. preference based on information provided by the offeror in the certification required by Section K. The Government will reduce the price of each offer determined to be eligible by 10 (ten) percent, for evaluation purposes only. The preference will only be subtracted from an offeror's price at the time of initial evaluation (if award is made without discussions) or evaluation of final proposal revisions (if discussions/negotiations are held).

M.5. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.6. QUANTITIES FOR EVALUATION. For the purpose of evaluation, and for no other purpose, the Government will evaluate the prices submitted on the basis that the Government will require the quantities shown in Section B.

M.7. SEPARATE CHARGES. Separate charges, in any form, are not solicited. For example, the Government will reject proposals containing any charges for failure of the Government to exercise any options. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.